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नई दिल्ली, अप्रैल 15—अप्रैल 21, 2012, शनिवार/चैत्र 26—वैशाख 1, 1934

No. 16]

NEW DELHI, APRIL 15—APRIL 21, 2012, SATURDAY/CHAITRA 26—VAISAKHA 1, 1934

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 13 अप्रैल, 2012

का.आ.1375.—केन्द्रीय सरकार एतद्द्वारा दंड प्रक्रिया संहिता 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा संस्थापित मामलों में परीक्षण न्यायालयों और अपीलों, पुनरीक्षणों या विधि द्वारा स्थापित अपीलीय या पुनरीक्षण न्यायालयों में इन मामलों से उद्भूत अन्य मामलों का अभियोजन स्थानीय क्षेत्रों सहित सम्पूर्ण उत्तर प्रदेश राज्य में संचालित करने के लिए निम्नोक्त वकील को केंद्रीय अन्वेषण ब्यूरो के लोक अभियोजक के रूप में नियुक्त करती है :—

1. श्री गिरिजेश कुमार सिंह

[सं. 202/5/2011-एवीडी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 13th April, 2012

S.O. 1375.—In exercise of the powers conferred by sub-section (2) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints following Advocates in Central Bureau of Investigation as Public Prosecutor for conducting the prosecution of cases in the local area comprising the whole State of Uttar Pradesh instituted by the Delhi Special Police Establishment (CBI) in trial courts and appeals, revisions or other matters arising out of these cases in revisional or appellate Courts, established by law :—

1. Shri Girijesh Kumar Singh

[No. 202/5/2011-AVD-II]

RAJIV JAIN, Under Secy.

रसायन और उर्वरक मंत्रालय

(उर्वरक विभाग)

नई दिल्ली, 12 अप्रैल, 2012

का.आ.1376.—लोक परिसर (अनधिकृत निवासियों का निष्कासन) अधिनियम, 1971 की धारा 3 में दी गई शक्तियों का प्रयोग करते हुए केंद्र सरकार एतद्वारा नीचे दी गई तालिका के कॉलम (1) में बताए गए अधिकारी को नियुक्त सरकार के राजपत्रित अधिकारी की रैंक के समकक्ष उक्त अधिनियम के उद्देश्य हेतु संपदा अधिकारी के रूप में नियुक्त करती है, जो दी गई शक्तियों का प्रयोग करेंगे, और नीचे दी गई तालिका के कॉलम (2) में निर्दिष्ट लोक परिसर के संदर्भ में उक्त अधिनियम द्वारा अथवा इसके अंतर्गत संपदा अधिकारी को सौंपे जाने वाले कार्यभार का निर्वहण करेंगे।

तालिका

अधिकारी का पदनाम	लोक परिसर की श्रेणी
(1)	(2)
मुख्य प्रबंधक (कार्मिक एवं प्रशासन), प्रोजेक्ट्स एंड डेवलपमेंट इंडिया लिमिटेड, सिंदरी	द फर्टिलाइजर कारपोरेशन ऑफ इंडिया, सिंदरी, जिला धनबाद (झारखंड) से संबंधित अथवा उसके द्वारा अधिकार में लिया गया परिसर

[फा. सं. 76/03/2011-मा. सं.-I]

पी. बी. साहू, अवर सचिव (मा.सं-I)

MINISTRY OF CHEMICALS AND FERTILIZERS

(Department of Fertilizers)

New Delhi, the 12th April, 2012

S.O. 1376.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 the Central Government hereby appoints the officer mentioned in column (1) of table below, being an officer equivalent to the rank of Gazette Officer of Government to be the Estate Officer for the purpose of the said Act, who shall exercise the powers conferred, and perform the

duties imposed on Estate Officers by or under the said Act in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of the public premises
(1)	(2)
Chief Manager (Personnel & Admin.) of Projects & Development India Limited, Sindri.	Premises belonging to or taken over by The Fertilizer Corporation of India, Sindri, District Dhanbad (Jharkhand).

[F.No.76/03/2011-HR-I]

P. B. SAHU, Under Secy. (HR-I)

वस्त्र मंत्रालय

नई दिल्ली, 10 अप्रैल, 2012

का.आ. 1377.—केन्द्रीय सरकार, संघ के शासकीय प्रयोजनों के लिए राजभाषा नियम, 1976 के नियम 10 के उपनियम 4 के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय को जिसमें 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. अनुसंधान विस्तार केंद्र, केतअवप्रसं. केंद्रीय रेशम बोर्ड, बांगरीपोसी-757032 (ओडीशा)।

[सं. ई. 11016/1/2011-हिंदी]

सुनयना तोमर, संयुक्त सचिव

MINISTRY OF TEXTILES

New Delhi, the 10th April, 2012

S.O. 1377.—In pursuance of sub-rule(4) of Rule 10 of the Official Languages (use for the official purpose of the Union) Rules, 1976, the Central Government, hereby, notifies the following office of the Ministry of Textiles, more than 80% staff whereof have acquired working knowledge of Hindi:—

1. Research Extension Centre, CTR & TI, Central Silk Board. Bangriposi-757032 (Odisha).

[No. E.11016/1/2011-Hindi]

SUNAINA TOMAR, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

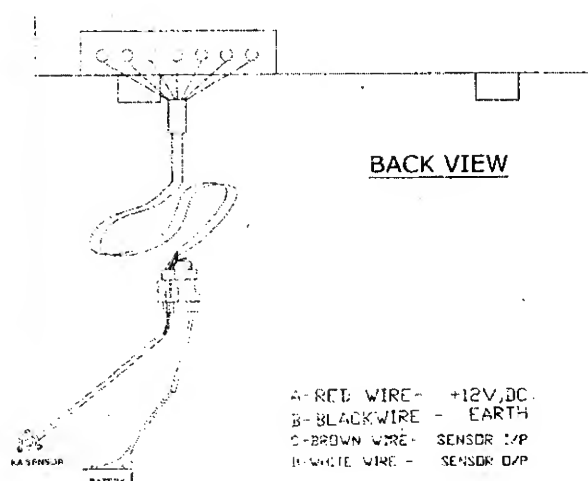
नई दिल्ली, 19 सितम्बर, 2011

का.आ.1378.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों को प्रयोग करते हुए मेसर्स होवल सिस्टम्स एंड सर्विसिज, ए-120, झिलमिल फ्लेटिड फैक्ट्री काम्प्लेक्स, एक्स्टेंडिड इंडस्ट्रीयल एरिया शाहदरा दिल्ली-110032 द्वारा विनिर्मित "स्मार्ट-07" शृंखला के अंकक सूचन सहित "टैक्सी मीटर" के मॉडल का, जिसके ब्रांड का नाम "होवल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/228 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल "टैक्सी मीटर" मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर की रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है। टैक्सी मीटर का 'के' फेक्टर 1274 फ्लसेस प्रति किलोमीटर पर चलता है। इंडीकेटर में 5 अंकों तक अधिकतम किराया सूचन, 4 अंकों में अधिकतम दूरी सूचन और 4 अंकों में अधिकतम समय सूचन दर्शाता है। प्रिंटर, मोबाइल कम्यूनिकेशन और जीपीएस सुविधाएं अनुपूरक डिवाइस हैं जिन्हें टैक्सीमीटर के साथ जोड़ा जाना चाहिए।

आकृति-1



आकृति-2 मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम

सीलिंग स्कू, सीलिंग बुश और सीलिंग डिस्क में होल बना कर, इनमें से सीलिंग वायर निकाल कर सीलिंग की जाती है और सीलिंग डिस्क पर लीड सोल लगाई जाती है। मॉडल के सीलिंग प्रावधान का योजनाबद्ध डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू एम-21(133)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 19th September, 2011

S.O. 1378.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of “Taxi Meter” with digital indication (hereinafter referred to as the said model) of “SMART-07” series with brand name “HOVEL” manufactured by M/s. Hovel Systems & Services, A-120, Jhilmil Flated Factory Complex, Extended Industrial Area Shahdra Delhi-110032 and which is assigned the approval mark IND/09/10/228;

The said model of “Taxi Meter” is a measuring instrument which totalizes continuously and indicates the fare at any moment of journey the charges payable by the passenger of a public vehicle as function of the distance traveled and below a certain speed, the fare is calculated as a function of time taken. This being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by the Light Emitting Diode (LED). The ‘k’ factor of the Taxi meter is 1274 pulses per kilometer. The indicator have 5 digits for maximum fare indication, 4 digits for maximum distance indication and 4 digits for maximum time indication. Printer, mobile communication and GPS facility are supplementary devices which may be attached with the taximeter.

Figure-1

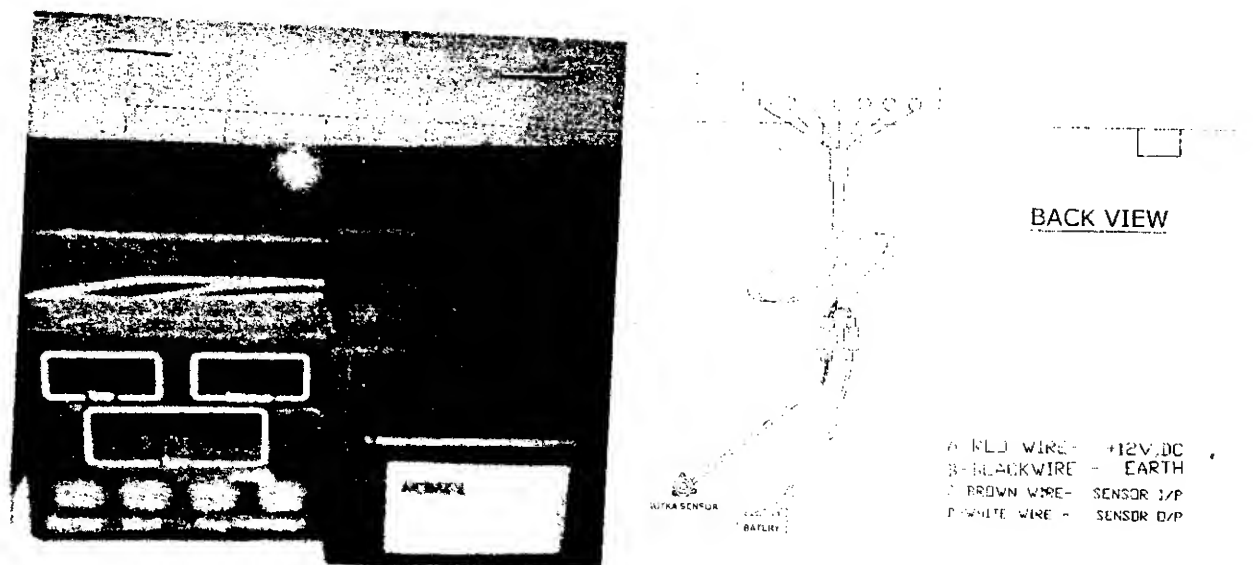


Figure-2:—Sealing diagram of the sealing provision of the model

Sealing is done by making the holes and passing a seal wire through sealing screw, sealing bush and sealing disk, and then a lead seal is applied on the sealing disk. A schematic diagram of sealing provision of the model is given above.

[F.No.WM-21(133)/2010]
B. N. DIXIT, Director of Legal Metrology

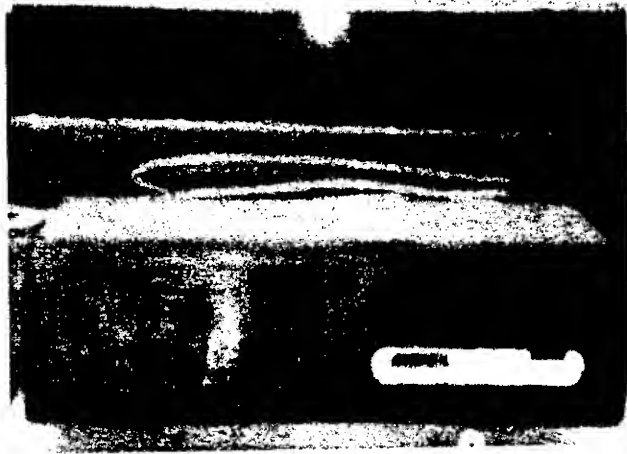
नई दिल्ली, 19 सितम्बर, 2011

का.आ.1379.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स होवल सिस्टम्स एंड सर्विसिज, ए-120, झिलमिल फ्लैटिड फैक्ट्री काम्पलैक्स, एक्स्टेंडिड इंडस्ट्रीयल एरिया शाहदरा, दिल्ली-110032 द्वारा विनिर्मित "पीयूएलएस-06" शृंखला के अंकक सूचन सहित "टैक्सी मीटर" के मॉडल का, जिसके ब्रांड का नाम "होवल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/229 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल "टैक्सी मीटर" मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर की रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है। टैक्सी मीटर का 'के' फेक्टर 1274 प्लसेस प्रति किलोमीटर पर चलता है। इंडीकेटर में 5 अंकों तक अधिकतम किराया सूचन, 4 अंकों में अधिकतम दूरी सूचन और 4 अंकों में अधिकतम समय सूचन दर्शाता है। प्रिंटर, मोबाइल कम्प्यूनिकेशन और जीपीएस सुविधाएं अनुपूरक डिवाइस हैं जिन्हें टैक्सीमीटर के साथ जोड़ा जाना चाहिए।

आकृति-1



BACK VIEW

WIRE WORK - IN WIRE
1. BLACK WIRE - GROUND
2. BROWN WIRE - SENSOR SUP
3. WHITE WIRE - SENSOR GND

आकृति-2 मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम।

सीलिंग स्कू, सीलिंग बुश और सीलिंग डिस्क में होल बना कर, इनमें से सीलिंग वायर निकाल कर सीलिंग की जाती है और सीलिंग डिस्क पर लीड सील लगाई जाती है। मॉडल के सीलिंग प्रावधान का योजनाबद्ध डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू एम-21(133)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

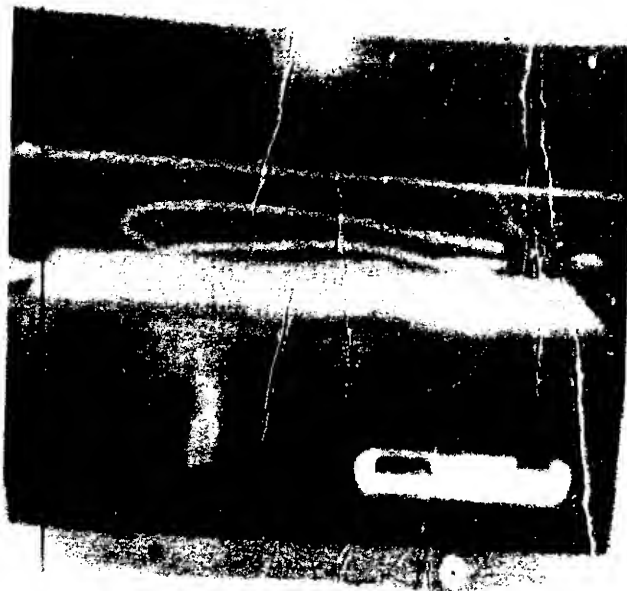
New Delhi, the 19th September, 2011

S.O. 1379.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of "Taxi Meter" with digital indication (hereinafter referred to as the said model) of "PULS-06" series with brand name "HOVEL" manufactured by M/s. Hovel Systems & Services, A-120, Jhilmil Flated Factory Complex, Extended Industrial Area Shahdara Delhi-110032 and which is assigned the approval mark IND/09/10/229;

The said model of "Taxi Meter" is a measuring instrument which totalizes continuously and indicates the fare at any moment of journey the charges payable by the passenger of a public vehicle as function of the distance traveled and below a certain speed, the fare is calculated as a function of time taken. This being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by the Light Emitting Diode (LED). The 'k' factor of the Taxi meter is 1274 pulses per kilometer. The indicator have 5 digits for maximum fare indication, 4 digits for maximum distance indication and 4 digits for maximum time indication. Printer, mobile communication and GPS facility are supplementary devices which may be attached with the taximeter.

Figure-1



BACK VIEW

Figure-2 Sealing diagram of the sealing provision of the model

Sealing is done by making the holes and passing a seal wire through sealing screw, sealing bush and sealing disk, and then a lead seal is applied on the sealing disk. A schematic diagram of sealing provision of the model is given above.

[F.No.WM-21(133)/2010]
B. N. DIXIT, Director of Legal Metrology

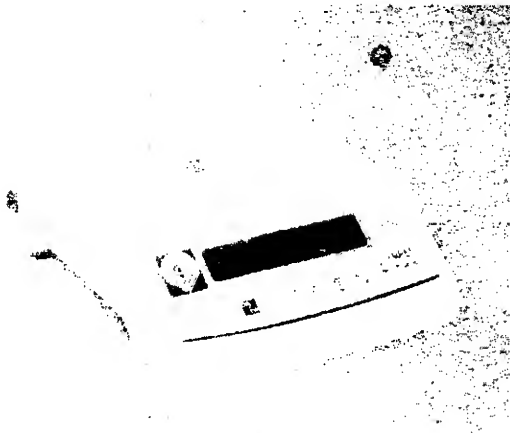
नई दिल्ली, 14 दिसम्बर, 2011

का.आ.1380.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ओलम्पेस वे सिस्टम, एएसएस कम्पलैक्स, चान्दनी चौक, चिरंजीवी मेडीकल के पीछे, शांगली-416416, महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग- II) वाले "ओडब्ल्यूएस-जेएस" शृंखला के अंकक सूचन सहित अस्व चालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "ओलम्पेस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल का रखा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/442 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है । इसकी अधिकतम क्षमता 300 ग्रा. और न्यूनतम क्षमता 200 मि.ग्रा. है । सत्यापन मापमान अंतराल (ई) 10 मि.ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ;

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे । मि. ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(126)/2011]

. बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1380.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top type) with digital indication of high accuracy (accuracy class II) of series "OWS-JS" and with brand name "OLYMPES" (hereinafter referred to as the said model), manufactured by M/s. Olympes Weigh Systems, Ass Complex, Chandani Chowk, Behind Chiranjive Medical, Sangli-416416, Maharashtra and which is assigned the approval mark IND/09/11/442.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 300 g. and minimum capacity of 200mg. The verification scale interval (e) is 10mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

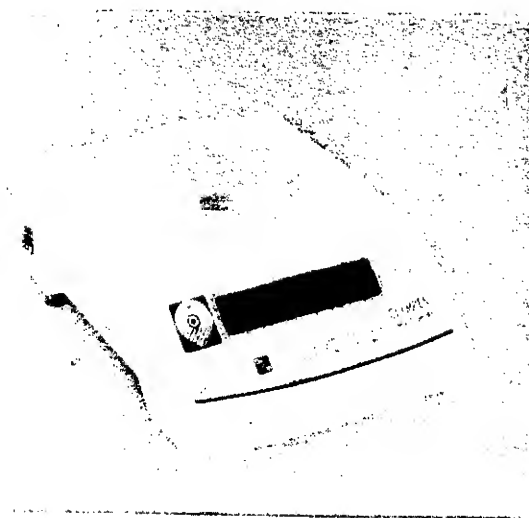


Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,0000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 500 to 10,0000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No.WM-21(126)/2011]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 14 दिसम्बर, 2011

का.आ.1381.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ओलम्पेस वे सिस्टम, एसएस कम्प्लैक्स, चान्दनी चौक, चिरंजीवी मेडीकल के पीछे, सांगली-416416, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग- III) वाले “ओडब्ल्यूएस-टीटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “ओलम्पेस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/443 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है। इसकी अधिकतम क्षमता 20 कि.ग्रा. और न्यूनतम क्षमता 40 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मानमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “इ” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(126)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1381.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top type) with digital indication of medium accuracy (Accuracy Class-III) of series "OWS-TT" and with brand name "OLYMPES" (hereinafter referred to as the said model), manufactured by M/s. Olympes Weigh Systems, Ass Complex, Chandani Chowk, Behind Chiranjive Medical, Sangli-416416, Maharashtra and which is assigned the approval mark IND/09/11/443;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top type) with a maximum capacity of 20 kg. and minimum capacity of 40g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

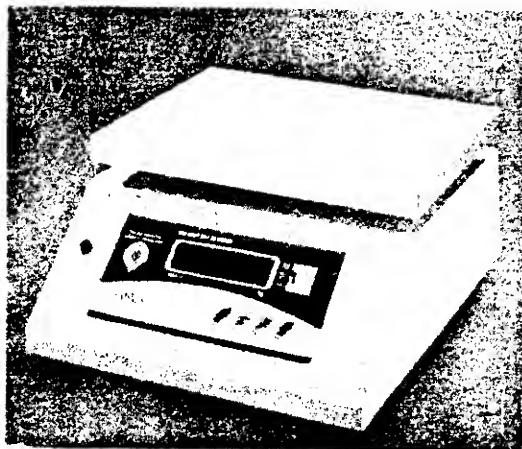


Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(126)/2011]

B. N. DIXIT, Director of Legal Metrology

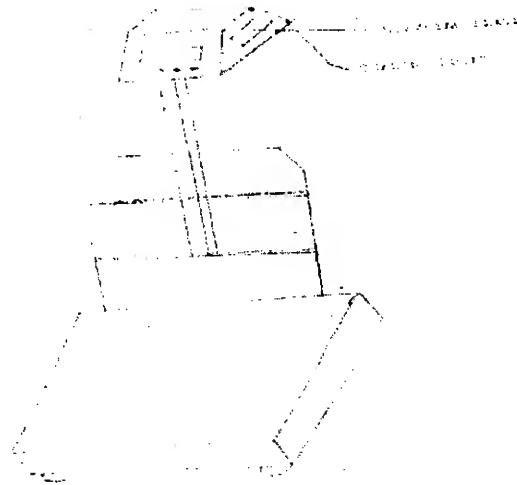
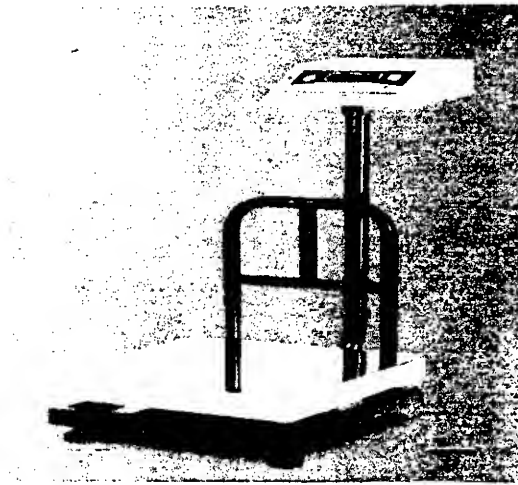
नई दिल्ली, 14 दिसम्बर, 2011

का.आ.1382.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ओलम्पेस वे सिस्टम, एएसएस कम्पलैक्स, चान्दनी चौक, चिरंजीवी मेडीकल के पीछे, सांगली-416416, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग- III) वाले “ओडब्ल्यूएस-पीएफ” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “ओलम्पेस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/444 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(126)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1382.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (accuracy class-III) of series "OWS-PF" and with brand name "OLYMPES" (hereinafter referred to as the said model), manufactured by M/s. Olympes Weigh Systems, ASS Complex, Chandani Chowk, Behind Chiranjive Medical, Sangli-416416, Maharashtra and which is assigned the approval mark IND/09/11/444;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

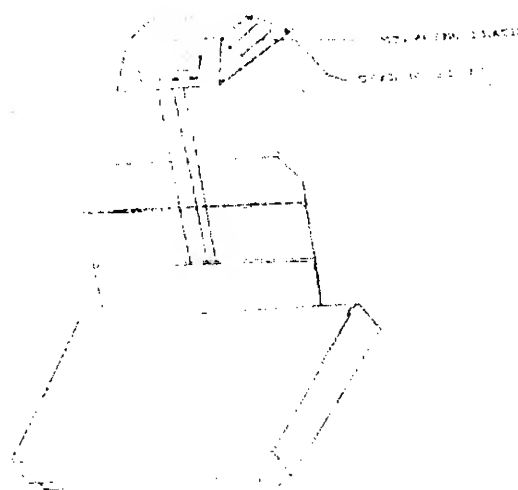
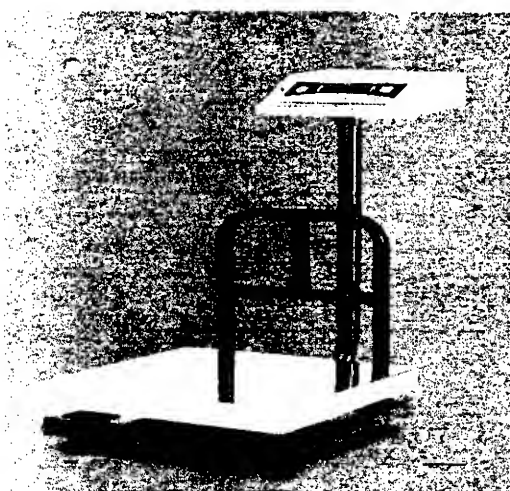


Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5,000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(126)/2011]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 14 दिसम्बर, 2011

का.आ.1383.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स शिवास इलेक्ट्रॉनिक स्कैल्ज, 19, गांधीजी स्ट्रीट, वीरपंछतरम, इरोड-638004, तमिलनाडु द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एसटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “शिवास” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/455 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है । इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है । सत्यापन मापमान अंतराल (ई) 5 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्पले की बाडी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मानमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^{\circ}$, $2 \times 10^{\circ}$, $5 \times 10^{\circ}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(218)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1383.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top type) with digital indication of medium accuracy (accuracy class III) of series “ST” and with brand name “SHIVAS” (hereinafter referred to as the said model), manufactured by M/s. Shivas Electronic Scales, 19, Gandhiji Street, Veerapanchatram, Erode-638004, Tamil Nadu and which is assigned the approval mark IND/09/11/455.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1



Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for ‘e’ value of 100 mg. to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5 g. or more and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , where ‘k’ is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(218)/2011]

B. N. DIXIT, Director of Legal Metrology

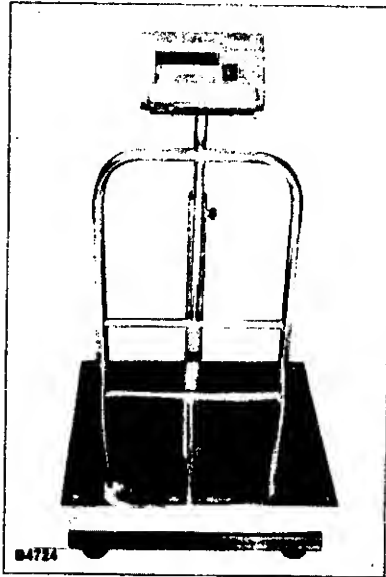
नई दिल्ली, 14 दिसम्बर, 2011

का.आ.1384.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स शिवास इलेक्ट्रॉनिक स्कैल्ज, 19 गांधीजी स्ट्रीट, वीरपंछतरम, इरोड-638004, तमिलनाडु द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एसपी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “शिवास” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/456 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(218)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1384.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of Rule 8 and sub-rule (4) of Rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (accuracy class III) of series "SP" and with brand name "SHIVAS" (hereinafter referred to as the said model), manufactured by M/s. Shivas Electronic Scales, 19, Gandhiji Street, Veerapanchatram, Erode-638004, Tamil Nadu and which is assigned the approval mark IND/09/11/456.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200 g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

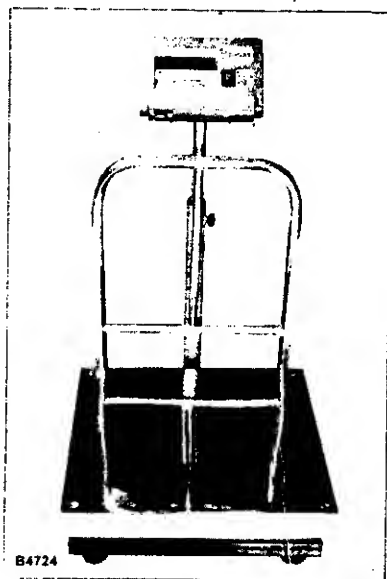


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of Rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100 mg to 2 g and with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5 g or more and with value 'e' value of 1×10^k , 2×10^k or 5×10^k , where 'k' is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(218)/2011]

B. N. DIXIT, Director of Legal Metrology

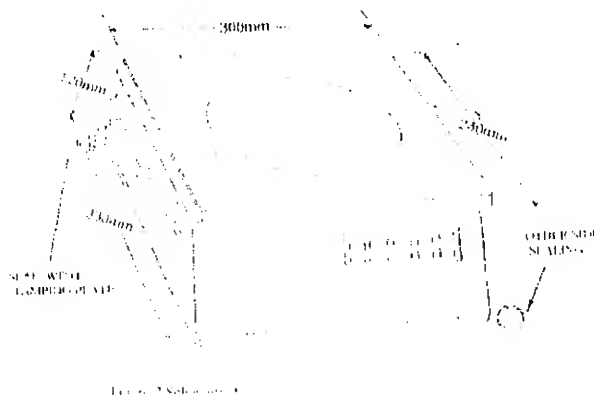
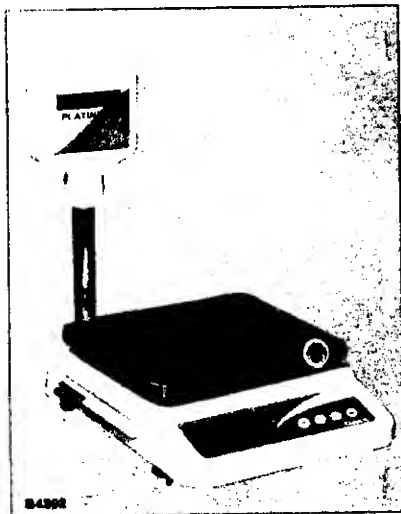
नई दिल्ली, 14 दिसम्बर, 2011

का.आ. 1385.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्रीजी इंटरप्राइज, 401, आकृति चैम्बर्स, लक्ष्मी नारायण थिएटर के पास, सवारगेट, पुणे-37, महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले “पी+टीजे” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “प्लेटिनम +” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/403 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 25 ग्रा. है। सत्यापन मापमान अंतराल (ई) 0.5 ग्रा. 6 कि.ग्रा. तक 6 कि.ग्रा. से ऊपर 12 कि.ग्रा. तक 1 ग्रा. और 12 कि.ग्रा. से ऊपर 30 कि.ग्रा. तक 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। एलईडी/एलसीडी प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 1 मि. ग्रा. से 50 मि. ग्रा. तक के “ई” मान के लिए 100 से 100,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 1,00,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(203)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1385.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top Type) with digital indication of high accuracy (accuracy class II) of series "P+TJ" and with brand name "PLATINUM+" (hereinafter referred to as the said model), manufactured by M/s. Shreeji Enterprises, 401, Akruti Chambers, Near Laxmi Narayan Theatre, Swargate, Pune-37 Maharashtra and which is assigned the approval mark IND/09/11/403.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30 kg. and minimum capacity of 25g. The verification scale interval (e) is 0.5g up to 6 kg. above 6 kg and up to 12 kg is 1g and above 12 kg and up to 30kg is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The LED/LCD Display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

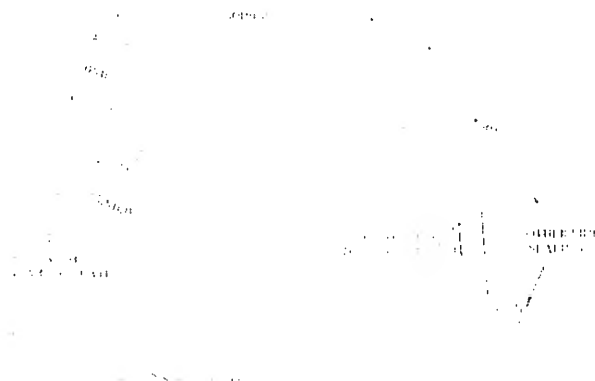
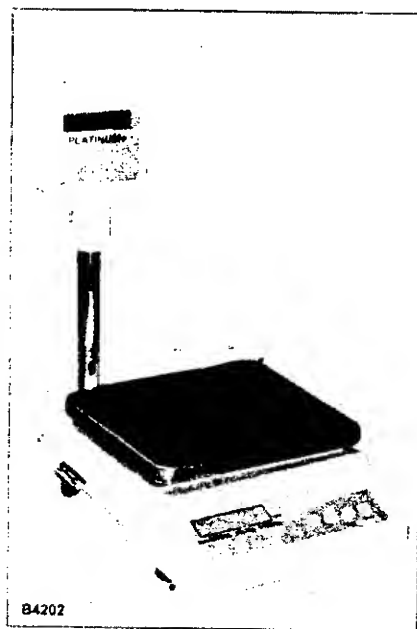


Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 1,00,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5000 to 1,00,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(203)/2011]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 14 दिसम्बर, 2011

का.आ.1386.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्रीजी इंटरप्राइज, 401, आकृति चैम्बर्स, लक्ष्मी नारायण थिएटर के पास, सवारगेट, पुणे-37, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "पी+टीटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "प्लेटिनम +" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/404 सम्पुर्णित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 20 ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 ग्रा. 10 कि. ग्रा. तक, 10 कि.ग्रा. से ऊपर 20 कि.ग्रा. तक 2 ग्रा. और 20 कि.ग्रा. से ऊपर 30 कि.ग्रा. तक 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। एलईडी/एल सी डी प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-1

आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णतः का शून्य के समतुल्य हैं।

[का. सं. डब्ल्यू एम-21/2011/0011]

न. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1386.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top Type) with digital indication of medium accuracy (accuracy class III) of series “P+TT” and with brand name “PLATINUM+” (hereinafter referred to as the said model), manufactured by M/s. Shreeji Enterprises, 401, Akuti Chambers, Near Laxmi Narayan Theatre, Swargate, Pune-37, Maharashtra and which is assigned the approval mark IND/09/11/404.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30 kg. and minimum capacity of 20 g. The verification scale interval (e) is 1g up to 10 kg, above 10 kg. and up to 20kg is 2g and above 20 kg and up to 30 kg is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The LED/ LCD Display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1



Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for ‘e’ value of 100 mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5 g. or more and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(203)/2011]

B. N. DIXIT, Director of Legal Metrology

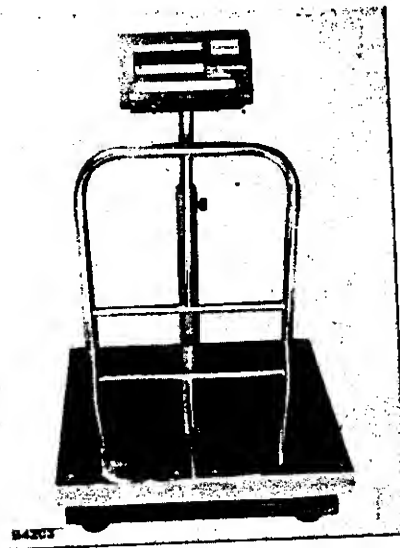
नई दिल्ली, 14 दिसम्बर, 2011

का.आ.1387.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्रीजी इंटरप्राइज, 401, आकृति चैम्बर्स, लक्ष्मी नारायण धिएटर के पास, सवारगेट, पुणे-37, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “पी+पीएफ” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “प्लेटिनम+” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/405 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 300 कि.ग्रा. और न्यूनतम क्षमता 200 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 10 ग्रा. 100 कि. ग्रा. तक, 100 कि. ग्रा. से ऊपर 200 कि.ग्रा. तक 20 ग्रा. और 200 कि.ग्रा. से ऊपर 300 कि.ग्रा. तक 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। एल ई डी/एलसीडी प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 5,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(203)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1387.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy Class III) of series “P+PF” and with brand name “PLATINUM+” (hereinafter referred to as the said model), manufactured by M/s. Shreeji Enterprises, 401, Akruti Chambers, Near Laxmi Narayan Theatre, Swargate, Pune-37, Maharashtra and which is assigned the approval mark IND/09/11/405;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 300 kg. and minimum capacity of 200 g. The verification scale interval (e) is 10g up to 100 kg, above 100kg and up to 200 kg, is 20g. and above 200 kg. and up to 300 kg, is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The LED /LCD Display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

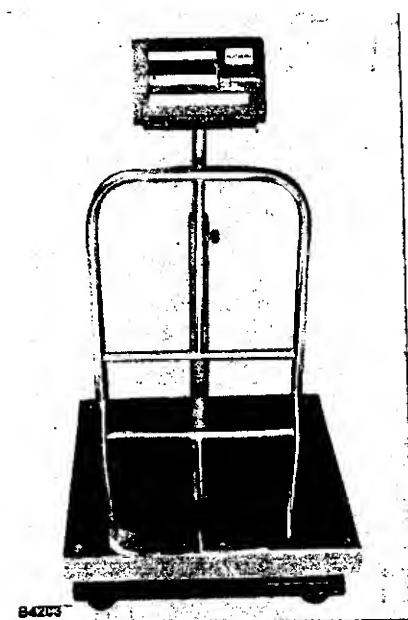


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(203)/2011]

B. N. DIXIT, Director of Legal Metrology

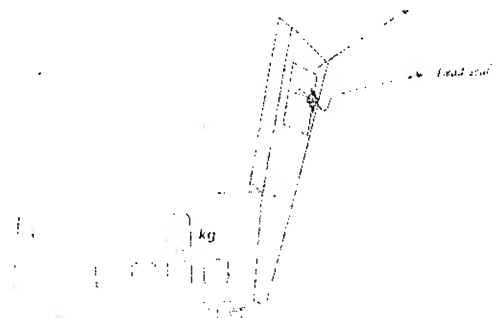
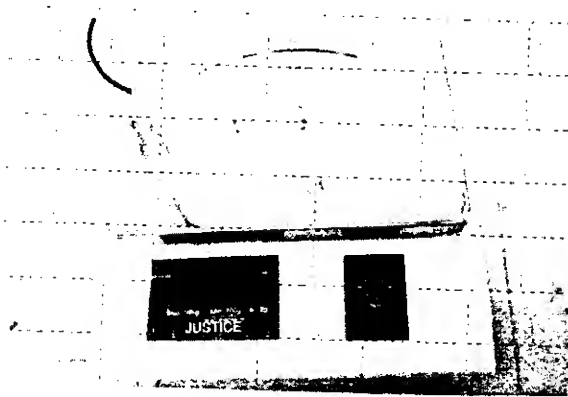
नई दिल्ली, 14 दिसम्बर, 2011

क्र.आ.1388.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जीवन नागजी एंड कंपनी (इंडिया) प्रा. लि., 132, आतिश मार्किट, जयपुर-302002, राजस्थान द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “जेएनआईजे” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्राण्ड का नाम “जस्टिस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), और जिसे अनुमोदन चिह्न आई एन डी/09/11/448 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 ग्रा. तक के “ई” मान के लिए 100 से 100,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 5,000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^6 , 2×10^6 , 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(245)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1388.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Model) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top type) with digital indication of high accuracy (Accuracy Class- II) of series "JNIJ" and with brand name "JUSTICE" (hereinafter referred to as the said model), manufactured by M/s. Jivan Nagji and Company (India) Pvt. Ltd., 132, Atish Market, Jaipur-302002, Rajasthan and which is assigned the approval mark IND/09/11/448;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 2 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model



Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1mg. to 50 mg. and with verification scale interval (n) in the range of 5,000 to 100,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(245)/2011]

B. N. DIXIT, Director of Legal Metrology

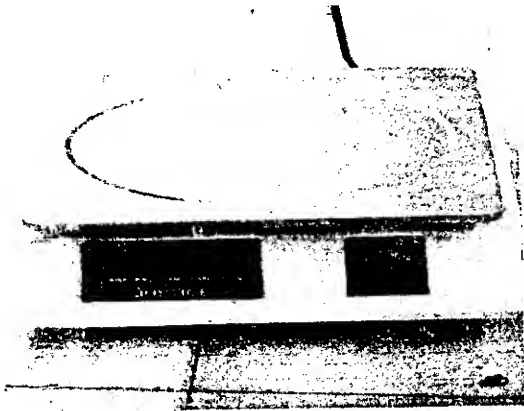
नई दिल्ली, 14 दिसम्बर, 2011

का.आ.1389.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के रूपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जीवन नागजी एंड कंपनी (इंडिया) प्रा. लि., 132, आतिश मार्केट, जयपुर-302002, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “जेएनआईटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ग्राण्ड का नाम “जस्टिस” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/449 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(245)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1389.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Model) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (accuracy class- III) of series "JNIT" and with brand name "JUSTICE" (hereinafter referred to as the said model), manufactured by M/s. Jivan Nagji and Company (India) Pvt. Ltd., 132, Atish Market, Jaipur-302002, Rajasthan and which is assigned the approval mark IND/09/11/449;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

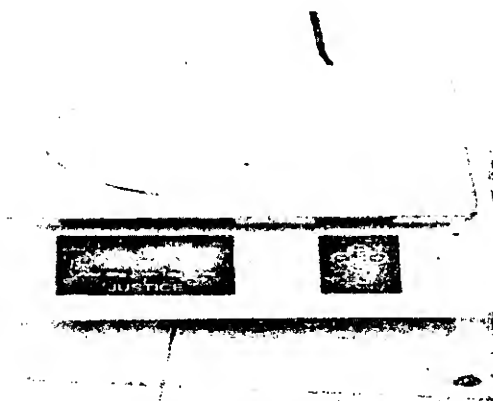


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g. or more and with 'c' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(245)/2011]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 14 दिसम्बर, 2011

का.आ.1390.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जीवन नागजी एंड कंपनी (इंडिया) प्रा. लि., 132, आतिश मार्केट, जयपुर-302002, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “जेएनआईपी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ग्राहक का नाम “जस्टिस” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/450 सन्तुष्टि देकर दिया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 300 कि. ग्रा. और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका सम-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(245)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1390.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (accuracy class- III) of series "JNIP" and with brand name "JUSTICE" (hereinafter referred to as the said model), manufactured by M/s. Jivan Nagji and Company (India) Pvt. Ltd., 132, Atish Market, Jaipur-302002, Rajasthan and which is assigned the approval mark IND/09/11/450;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 300kg. and minimum capacity of 1kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

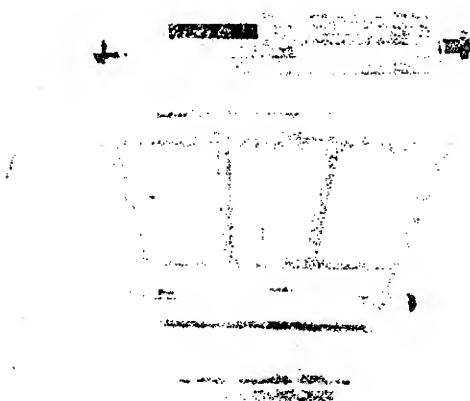


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No.WM-21(245)/2011]

B. N. DIXIT, Director of Legal Metrology

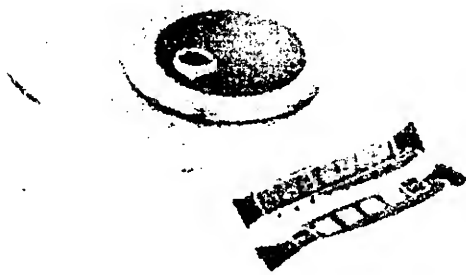
नई दिल्ली, 14 दिसम्बर, 2011

का.आ. 1391.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स साना इंटरनेशनल, 3 गुप्ता लेन, कोलकाता-700006 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “एसआईजेबी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्राण्ड का नाम “सन-टैक” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/427 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है। इसकी अधिकतम क्षमता 420 ग्रा. और न्यूनतम क्षमता 200 मि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 मि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी कलिब्रेशन तक पहुंच की सुविधा है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे। मि.ग्रा. से 50 मि. ग्रा. तक के “ई” मान के लिए 100 से 100,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(204)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1391.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top type) with digital indication of high accuracy (accuracy class- II) of series "SIJB" and with brand name "SUN-TECH" (hereinafter referred to as the said model), manufactured by M/s. Sana International, 3 Gupta Lane, Kolkata-700006 and which is assigned the approval mark IND/09/11/427;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 420g and minimum capacity of 200mg. The verification scale interval (e) is 10mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1



Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1mg to 50mg. and with verification scale interval (n) in the range of 5000 to 100,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(204)/2011]

B. N. DIXIT, Director of Legal Metrology

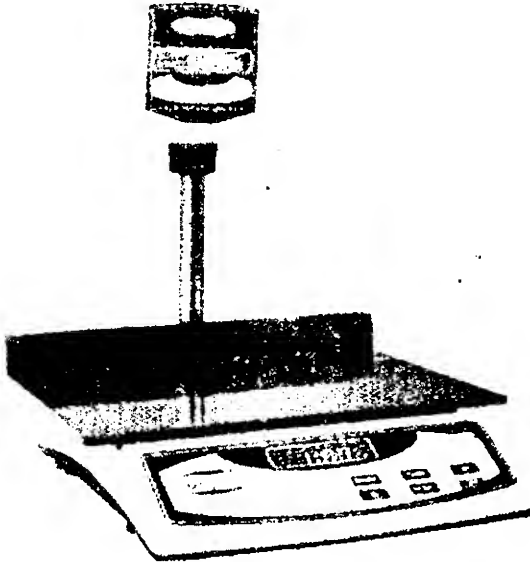
नई दिल्ली, 14 दिसम्बर, 2011

का.आ. 1392.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स साना इंटरनेशनल, 3 गुप्ता लेन, कोलकाता-700006 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एसआईटीटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्राण्ड का नाम “सन-टैक” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/428 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी कलिब्रेशन तक पहुंच की सुविधा है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(204)/2011]

बो. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1392.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top type) with digital indication of medium accuracy (accuracy class- III) of series "SITT" and with brand name "SUN-TECH" (hereinafter referred to as the said model), manufactured by M/s. Sana International, 3, Gupta Lane, Kolkata-700006 and which is assigned the approval mark IND/09/11/428;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1

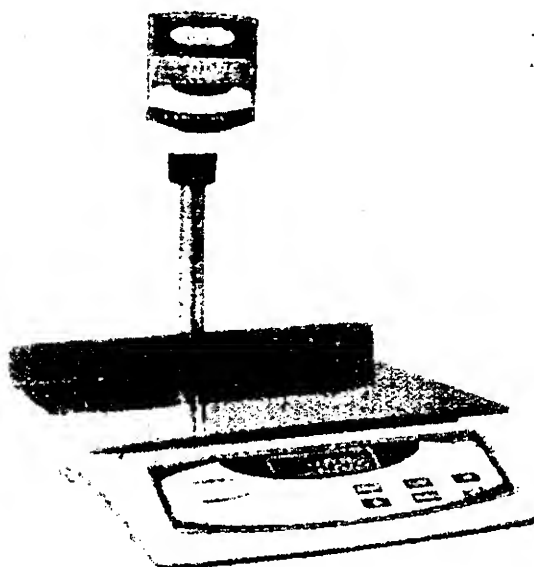


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10, 000 for 'e' value of 100mg. to 2mg. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(204)/2011]

B. N. DIXIT, Director of Legal Metrology

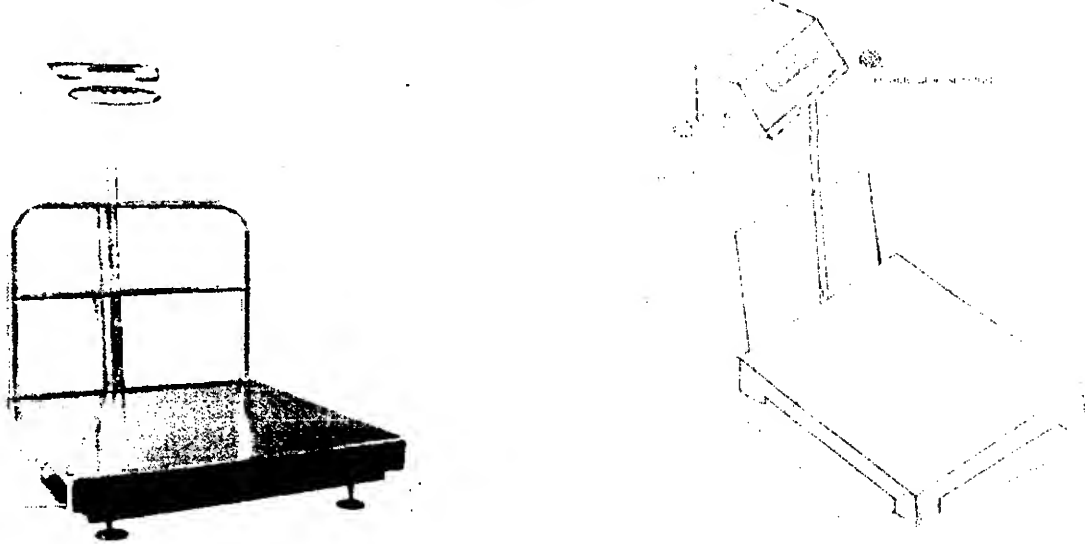
नई दिल्ली, 14 दिसम्बर, 2011

का.आ. 1393.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत स्पोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स साना इंटरनेशनल, 3 गुप्ता लेन, कोलकाता-700006 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एसआईपीटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "सन-टैक" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/429 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 200 कि. ग्रा. और न्यूनतम क्षमता 400 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 20 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2: मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(204)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2011

S.O. 1393.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (accuracy class-III) of series "SIPT" and with brand name "SUN-TECH" (hereinafter referred to as the said model), manufactured by M/s. Sana International, 3 Gupta Lane, Kolkata-700006 and which is assigned the approval mark IND/09/11/429;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 200 kg. and minimum capacity of 400 g. The verification scale interval (e) is 20g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

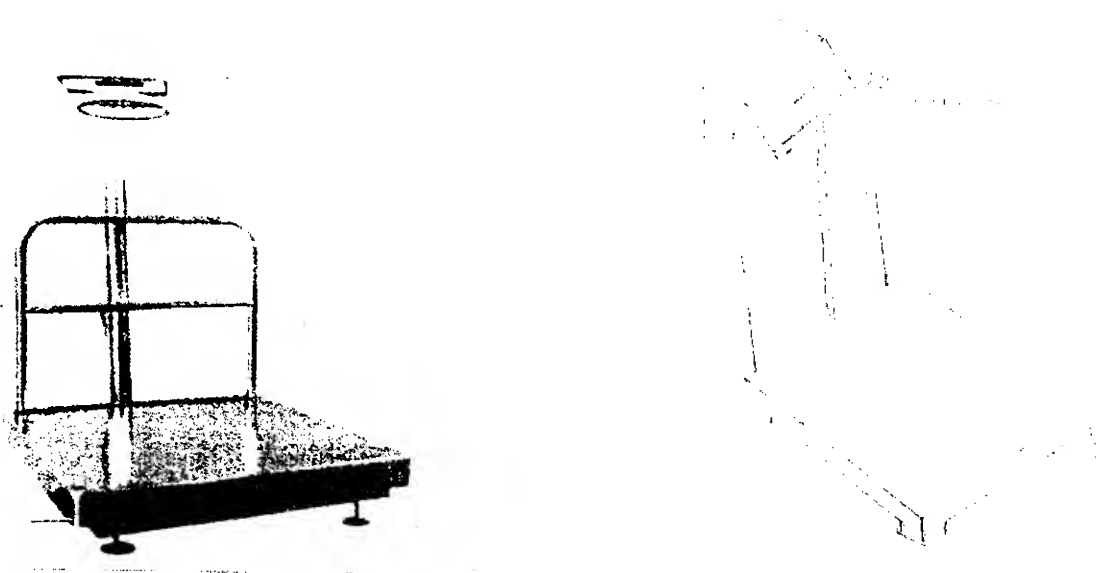


Figure-2: Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where 'k' is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(204)/2011]

B. N. DIXIT, Director of Legal Metrology

(भारतीय मानक ब्यूरो)

नई दिल्ली, 9 अप्रैल, 2012

का.आ.1394.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1239(भाग 2) : 2011 इस्पात की नलियाँ नलिकाकार सामग्रियां तथा इस्पात की अन्य फिटिंगें- विशिष्ट भाग 2 इस्पात की पाइप फिटिंगें (पांचवां पुनरीक्षण)	आई एस 1239 (भाग 2) : 1992	01-04-2012

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 19/टी-31]

श्री पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 9th April, 2012

S. O.1394.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1239 (Part 2) : 2011 Steel tubes tubulars and other steel fittings—Specification Part 2 Steel pipe fittings (fifth revision)	IS 1239 (Part 2): 1992	01-04-2012

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-1100 02 and its Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: MTD 19/T-31]

SHRI P. GHOSH, Scientist 'F' & Head (MTD)

नई दिल्ली, 9 अप्रैल, 2012

का.आ.1395.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनुभाग	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3809772	29-2-2012	मैसर्स श्रीनाथ फूड्स एंड एग्रो इंडस्ट्रीज, प्लॉट नं. ई-41, कुरुकुम्भ एमआईडीसी तालुका दौंड, जिला पुणे, महाराष्ट्र-413801	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
2.	3811153	9-3-2012	मैसर्स श्रीलीला इंडस्ट्रीज, प्लॉट नं. डी-25, II फेज, लक्ष्मी को-ऑप. इंड. इस्टेट, गांव हाटकानंगले, तालुका हाटकानंगले, जिला कोल्हापुर, महाराष्ट्र-416109	पेय जल आपूर्ति के लिए अप्लास्टिक पीवीसी पाइप्स-विशिष्ट	4985	—	—	2000
3.	3813258	14-3-2012	मैसर्स इनकेब इंडस्ट्रीज लि., केबल हाउस, इडपसर इंडस्ट्रीयल इस्टेट, जिला पुणे, महाराष्ट्र-411028.	इलास्टोमर विद्युत रोधित केबलें : भाग 1 1100 वोल्ट तक कार्यरत कार्य-कारिता तक और सहित	9968	01	—	1998
4.	3813763	16-3-2012	मैसर्स आर्ट्स वाटरपेटिक्स प्रा.लि., स. नं. 25, गट सं. 34, ब्लॉक डी, प्लॉट नं. 43 से 47, एमआईडीसी परभणी के पास एट खानापुर, जिला परभणी, महाराष्ट्र-431401	पेय जल आपूर्ति के लिए उच्च घनत्व के पॉलीथिलीन पाइप्स	4984	—	—	1995

[सं. सीएमडी/13 : 11]

बी. एम. हनीफ, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th April, 2012

S.O.1395.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences, particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3809772	29-2-2012	M/s. Shrinath Foods & Agro Industries, Plot No. E-41, Kurkumbh MIDC Taluka Dound, Distt. Pune, Maharashtra-413801	Packaged Drinking water (other than packaged natural mineral water)	14543	—	—	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	3811153	9-3-2012	M/s. Shrileela Industries Plot No. D-25, II Phase, Laxmi Co-op. Indl. Estate, Village Hatkanangale, Taluka Hatkanangale, Distt. Kolhapur, Maharashtra-416109	Unplasticized PVC Pipes for Potable Water Supplies Specification	4985	—	—	2000
3.	3813258	14-3-2012	M/s. Incab Industries Ltd., Cable House, Hadapsar Industrial Estate, Distt. Pune, Maharashtra-411028	Elastomer Insulated Cables : Part 1 for working voltages upto and including 1100 V	9968	01	—	1988
4.	3813763	16-3-2012	M/s. Arts' Watermatics Pvt. Ltd., Sr. No. 25, Gut No. 34, Block-D, Plot No. 43 To 47, Near MIDC Parbhani, At Khanapur, Distt. Parbhani Maharashtra-431401	High density polyethylene pipes for potable water supplies	4984	—	—	1995

[No. CMD/13 : 11]

B. M. HANEEF, Scientist 'F' and Head

नई दिल्ली, 11 अप्रैल, 2012

का.आ.1396.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृति करने की तिथि, वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भामा सं./भाग/खण्ड/वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3810858	01-03-2012	हीवा इण्डस्ट्रीज, 41, मेहता इण्डस्ट्रीयल इस्टेट, लिबर्टी गार्डन, क्रॉस रोड सं. 3, मालाड-प, मुंबई-400 064	घरेलू और समान प्रयोजनों के लिए स्विच	भा. मा. 3854 : 1997
2.	3810959	01-03-2012	हीवा इण्डस्ट्रीज, 41, मेहता इण्डस्ट्रीयल इस्टेट, लिबर्टी गार्डन, क्रॉस रोड सं. 3, मालाड-प, मुंबई-400 064	250 वोल्टता और 16 एम्पीअर्स तक रेटित धारा के प्लगस और सॉकेट-	भा. मा. 1293 : 2005
3.	3816466	21-03-2012	प्रोमाइस इलेक्ट्रीकल इण्डस्ट्रीज, 16 एवं 2ए, दूसरा माला, इंडो जर्मन बिल्डिंग, काचीगाम रोड, रिंगानवाडा, नानी दमण (केन्द्र शासित), दमन एवं दीव-396210	घरेलू और समान प्रयोजनों के लिए स्विच	भा. मा. 3854 : 1997

(1)	(2)	(3)	(4)	(5)	(6)
4.	3819977	30-03-2012	ओसवाल इण्डस्ट्रीज, डी-15, अनांदी इण्डस्ट्रीयल इस्टेट, बी पी क्रॉस रोड नं. 1, भाईंदर-पूर्व, थाने, महाराष्ट्र-401104	250 वोल्टता और 16 एम्पीअर्स तक रेटित धारा के प्लग्स और सॉकेट-	भा. मा. 1293 : 2005
5.	3820053	31-03-2012	पॉलीकैब वायर प्रा. लि., 74/8-10, दमण, इण्डस्ट्रीयल इस्टेट, विलेज : कडाइया, दमन, नानी दमण-396210	अनुप्रस्थ जुड़े हुए पॉलीइथाईलीन विद्युतरोधी ताप स्थायी ढक्के केबल : भाग 3, 66 कि.वो. से 220 कि.वो. तक की कार्यकारी वोल्टता के लिए	भा. मा. 7098 (भाग 3) : 1993

[सं. के.प्र.वि./13 : 11]

इस बी. रॉय, वैज्ञानिक 'एफ' एवं प्रमुख (एम डी एम-III)

New Delhi, the 11th April, 2012

S.O.1396.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (factory) of the Party	Product	IS No./Part/Sec Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3810858	01-03-2012	Heevaa Industries, 41, Mehta Indl. Estate, Liberty Garden, Cross Road No. 3, Malad (West), Mumbai-400064	Switches for domestic and similar purposes	IS 3854 : 1997
2.	3810959	01-03-2012	Heevaa Industries, 41, Mehta Indl. Estate, Liberty Garden, Cross Road No. 3, Malad (West), Mumbai-400064	Plugs and socket outlets of 250 volts and rated current up to 16 amperes	IS 1293 : 2005
3.	3816466	21-03-2012	Promise Electrical Industries, 16 & 2A, 2nd floor, Indo German Bldg., Kachigam Road, Ringanwada Nani Daman (UT), Daman-396210	Switches for domestic and similar purposes	IS 3854 : 1997
4.	3819977	30-03-2012	Oswal Industries, D-15, Anandi Indl. Estate, B. P. Cross Road No. 1, Bhayander-East, Thane, Maharashtra-401104	Plugs and socket outlets of 250 volts and rated current up to 16 amperes	IS 1293 : 2005

(1)	(2)	(3)	(4)	(5)	(6)
5.	3820053	31-03-2012	Polycab Wires P. Ltd., 74/8-10 Daman Industrial Estate, Village : Kadaiya, Daman, Nani Daman-396210	Cross-linked polyethylene insulated thermoplastic sheathed cable : part 3 for working voltages from 66 kv up to and including 220 kv	IS 7098 : Part 3 : 1993

[No. CMD/13 : 11]

S. B. ROY, Scientist 'F' and Head (MDM-III)

नई दिल्ली, 11 अप्रैल, 2012

का.आ.1397.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	7369891	इलेक्ट्रोमैग मेथडस् ब्लॉक नं. 7, प्रभादेवी इण्डस्ट्रीयल इस्टेट, तीसरी मंजिल, वीर सावरकर मार्ग, प्रभादेवी, दादर, मुंबई-400025 महाराष्ट्र	भा. मा. 2148 : 2004 बिजली के उपस्करों के लिए ज्वालासह आवरण	06-03-2012

[सं. के. प्र. वि./13 : 13]

एस. बी. रॉय, वैज्ञानिक 'एफ' एवं प्रमुख (एम डी एम-III)

New Delhi, the 11th April, 2012

S.O.1397.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards hereby notifies that the licences, particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence No.	Name and Address of the Licensee	Article/process with relevant Indian standard covered by the Licence	Date of cancellation
(1)	(2)	(3)	(4)	(5)
1.	7369891	Elektromag Methods Block No. 7, Prabhadevi, Industrial Estate, 3rd Floor, Veer Savarkar Marg, Prabhadevi, Dadar, Mumbai-400025 Maharashtra	IS 2148 : 2004 flameproof enclosures for electrical apparatus	06-03-2012

[No. CMD/13 : 13]

S. B. ROY, Scientist 'F' and Head (MDM-III)

श्रम और रोजगार मंत्रालय

नई दिल्ली, 20 मार्च, 2012

का.आ.1398.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि प्रिंसीपल डाइरेक्टर, सी.आई.टी.डी. एण्ड अदर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या एल.सी.आई.डी. 60/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-3-2012 को प्राप्त हुआ था।

[सं. एल-42025/03/2012-आईआर (डीयू)]
रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 20th March, 2012

S.O.1398.—In pursuance of Section 2A(2) of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LCID 60/2006) of the Central Government Industrial Tribunal-cum-Labour Court Hyderabad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Principal Director, CITD & Others and their workman, which was received by the Central Government on 20-3-2012.

[No. L-42025/03/2012-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
HYDERABAD**

Present : Shri VED PRAKASH GAUR, Presiding Officer

Dated the 30th day of January, 2012

INDUSTRIAL DISPUTE L.C. No. 60/2006

Between :

Smt. D. Laxmi Bai,
W/o D. Ashok,
R/o H.No.12-4-57,
Moosapet, Hyderabad.

...Petitioner

AND

1. Principal Director,
Central Institute of Tools Design (CITD),
Hyderabad.
2. Sri Mohan Reddy,
Contractor, CITD,
Hyderabad.

... Respondents

APPEARANCES:

- For the Petitioner : M/s. K. Ravinder Goud &
Y. Ranjeeth Reddy, Advocates
- For the Respondent : M/s. C. Niranjan Rao,
M. Subrahmanya Sastry,
K. Srinivasa Rao &
L Chandra Mohan Reddy,
Advocates for R 1

AWARD

Smt. D. Laxmi Bai has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the management of Central Institute of Tools Design, Balanagar, Hyderabad challenging her termination w.e.f. 1-4-2003.

2. Petitioner has filed her claim statement alleging therein that she joined as canteen worker on 1-1-2000 in Respondent's organization. She was appointed by Respondent contractor, who was appointed as contractor by first Respondent. The Petitioner continued to work upto 31-3-2003. When she asked for the minimum wages, her services along with other workers were terminated from 1-4-2003 which is contrary to the Industrial Disputes Act, 1947. The Petitioner and some other workers raised labour dispute before Assistant Labour Commissioner (C) and the conciliation proceeding ended in failure and the matter was referred to the Ministry of Labour and Employment except Petitioner's case. Hence, this petition under Sec.2A(2).

3. Petitioner has alleged that the nature of work done by her is of perennial and continuous nature and Petitioner was entitled for regularization. Management has provided ESI and PF benefit to the Petitioner as such, the action of management be declared to be illegal and contract between 1st Respondent and 2nd Respondent be declared as sham and smoky.

4. Respondent has filed counter statement alleging therein that Respondent No.1 is an autonomous body registered under Societies Registration Act having their office within the territory of A.P. The institute have engaged certain workmen through contractor Mr. G. Mohan Reddy for providing security and house keeping services. After the expiry of the contract between Mr. G. Mohan Reddy and the Respondent No.1, a fresh contract was entered into with the new contractor w.e.f. 1-4-2003. It is alleged that Respondent No.1 issued advertisement inviting tender for engagement of the labour contractor. Mr. G. Mohan Reddy earlier contractor was unsuccessful bidder and contract was awarded to M/s. Private Eye Security Services, Hyderabad. The workers of first contractor Mr. G. Mohan Reddy approached Assistant Labour Commissioner (C) for their continuation in the service through the new contractor which they could not succeed. The matter was referred to the government.

Second Respondent has entered into contract with first Respondent on 1-9-1991 to provide house keeping and security services who provided ESI and PF benefits to all the contract labourers and to pay minimum wages. Petitioner of this case is neither a worker of first Respondent nor she is entitled to be reinstated by 1st Respondent. The first Respondent is an institute under Small Scale Development Industrial Organization with an objective of providing training to the Electrical Personnel in designing and tool making, dies and moulds etc. Government of India has no control over this organization, vide order dated 31-3-1970 the Government of India has no control over the first Respondent. Government of India has no jurisdiction to refer the matter to this Tribunal, the reference is void ab initio. The State of Andhra Pradesh is the appropriate government in the present matter. This objection was raised before the Assistant Labour Commissioner(C) who has not considered this objection nor referred this objection to the Ministry. The Respondent No. 1 has entered into contract for providing work force with M/s. Private Eye Securities Services who has not been impleaded as party. Petitioner wanted to secure a job under the Private Eye Security Services as contract between 1st Respondent and G. Mohan Reddy ceases to exist. The earlier contract with G. Mohan Reddy was valid and bonafide contract, it was neither sham nor smoky. The case law relied by the Petitioner has no relevance with the present case. The Petitioner has worked as contract labour and she was engaged by the contractor. There is no direct relationship of master and servant between the Petitioner and the first Respondent. Hence, petition deserves to be dismissed.

5. Parties were directed to produce their evidence. Petitioner Smt D. Laxmi Bai has filed her affidavit as examination in chief and produced herself for cross examination. She has marked 3 documents Ex.W1 to W3 in evidence.

6. Respondent have filed affidavit of Sri R. Jai Hind Babu, Assistant director of the Institute who has marked 21 documents Ex. M 1 to M21 and has presented himself for cross examination.

7. I have heard counsels for both the parties and have perused the pleadings and evidence of the parties.

8. It has been argued by Learned Counsel for the Petitioner that the management has entered into a sham contract with Sri G. Mohan Reddy for providing labour force to a perennial and continuous nature job. The Petitioner after working for more than 3 years was shown as contract labour and some other workers also have worked for more than nine years. Sri G. Mohan Reddy used to provide labour to first Respondent. This way the contract between Sri G. Mohan Reddy and first Respondent was sham and smoky contract with a view to deprive the legally desirable candidate from seeking a

regular employment and regular absorption in the service. The employees were directly employed by the management as such, in view of the case law reported in (2003) 6 SCC page 528 in the matter of Bharat Heavy Electricals Ltd. Vs. State of U.P. and others, wherein it is held that, "since there was sham and shadowy contract there was direct relationship of employer and employee between the Petitioner and the Respondent," the contract between first Respondent and second Respondent is sham and shadowy. It has further been argued by Learned Counsel for the Petitioner that perennial nature job was available in the Respondent's organization in that case, work taken from contract labour is illegal and such contract labour should be deemed to be legally appointed by Respondent No.1. He has further argued that in the matter of payment of gratuity the Controller of Gratuities has allowed application of the Petitioner for payment of the Gratuity that order is binding on both the parties. The Controller of the Gratuity has opined that the Petitioner is an employee of CITD, this finding of the Controller of Gratuity was neither set aside nor quashed by any competent authority as such, this Tribunal has to follow the finding of Controller of Gratuity and thus, it is clear and fully proved that Petitioner is an employee of CITD, she was illegally employed through a sham transaction of the contract, therefore the termination or disengagement of the services of the Petitioner is violative of industrial law.

9. Against the above argument of Learned Counsel for Petitioner, Learned Counsel for the Respondent has argued that the Respondent has already raised an objection that the Respondent is not an organization of Central Government or an organization funded or controlled by the Central Government as such, the Central Government is not an appropriate authority in the present case. The first Respondent is a registered society under Societies Registration Act and it is being controlled and governed by said laws as such, the State Government is the competent authority in the present case. The reference made by Government of India is void ab initio and this Tribunal should not act upon the reference made by the Government of India. The Learned Counsel for the Respondent has further argued that so far as the order of Controller of Gratuity is concerned his order has been challenged by way of appeal before the Appellate Authority which is pending there as such, it can not be said that the order passed by Controller of Provident Fund has become final or the finding arrived at by the Controller of gratuity is binding on this Tribunal. He has further argued that the Petitioner herself resigned from the service of the contractor. In cross examination MW 1 has admitted that it is not correct that labour contract with G.Mohan Reddy was sham and smoky. He has admitted that the contract with G. Mohan Reddy was terminated on 25-3-2003. From the year 1989 to 1991 Petitioner and other workmen were

engaged as daily wagers by CITD and from 1991 to 2003 they worked through contractor G. Mohan Reddy. This proves that the claim of the Petitioner that they have worked from 1991 to 2003 under CITD as their employees is not correct. From the own statement of the Petitioner it is proved that she was engaged by contractor Sri G. Mohan Reddy under whom she worked upto 2003. Thereafter the contract ceased to exist and another contract was entered between M/s. Private Eye Security Services and Respondent No. 1 who did not engage the Petitioner and other workmen, as such, the Petitioner's claim for absorption or regularization in service by CITD is devoid of any merit.

10. On the basis of the arguments advanced by Learned Counsels for the parties, this Tribunal has to consider the following points:—

- (I) Whether the contract awarded by the management of CITD to Sri G. Mohan Reddy is sham or not?
- (II) Whether the demand of Smt. D. Laxmi Bai for reinstatement in the establishment of CITD is justified?
- (III) To what relief if any the workman is entitled?

11. **Point No. (I):** Petitioner has alleged in her claim statement that management engaged some workers through contractor namely Sri G. Mohan Reddy for providing security and house keeping services. It is further alleged that after expiry of said contract of Sri G. Mohan Reddy a fresh contract was entered into with new contractor w.e.f. 1-4-2003. It has further been alleged that after expiry of contract with Sri G. Mohan Reddy, Respondent management issued an advertisement and followed procedure for engaging contract labour, in which the earlier contractor was unsuccessful bidder in the said procedure as such, the contract was awarded to M/s. Private Eye Security Services as they were the lowest bidder. In view of the fact that new contract came into existence with another contractor the Petitioner approached Assistant Labour Commissioner(C) for her continuation in service through the new contractor. The Petitioner has alleged that she joined as canteen worker in first Respondent organization and second Respondent who is a contractor appointed her in first Respondent's organization and the contractor provided ESI and PF to Petitioner. The Petitioner worked in that capacity upto 31-3-2003. When Petitioner asked for minimum wages the first Respondent terminated her services from 1-4-2003 onwards. The Petitioner approached conciliation officer who entered into conciliation proceedings which resulted in failure. The Petitioner contended that the nature of work performed by the Petitioner is perennial in nature and continuous as such, the Petitioner is entitled for regularization. When Petitioner asked for minimum wages, her services were terminated and after termination of

Petitioner and other workers' some other workers were engaged through M/s. Private Eye Security Services by first Respondent management. Petitioner was directly employed by Respondent management and Respondent management provided ESI and PF benefits. The management has changed the service condition showing the Petitioner as contract labour. Thus, the alleged contract with Sri G. Mohan Reddy is a sham and shadowy contract. The second Respondent is smoke skilled employer to the Petitioner.

12. The management has denied above allegation and has alleged that the management is autonomous body and for its security and house keeping services institute engaged contractor namely Sri G. Mohan Reddy, Respondent No. 2, to provide security and house keeping service to the institute whose contract expired and a fresh contract was entered into with another contractor from 1-4-2003. Sri G. Mohan Reddy could not succeed to secure second time contract. The new contractor M/s. Private Eye Security Services was lowest bidder and he was offered the contract. He did not engage the Petitioner under his control. Petitioner approached Assistant Labour Commissioner(C), who started conciliation proceeding which resulted in failure and the matter was referred to Central Government. Petitioner was under the direct control of Respondent No. 2 who was a contractor who agreed to provide ESI and PF benefits to contract labours and minimum wages to them. It is incorrect to say that Petitioner was directly employed by the management and Sri G. Mohan Reddy was a screen between management and the Petitioner. It is alleged that the contract with Sri G. Mohan Reddy was a genuine and valid contract for providing house keeping and security services to the management whose contract lasted upto 31-3-2003. A fresh contract was entered into between M/s. Private Eye Security Services and first Respondent. It is not correct to suggest that the contract entered into between Sri G. Mohan Reddy and first Respondent was sham and shadowy.

13. Sri G. Mohan Reddy has not filed any reply in this case, though there is allegation of Petitioner and counter allegation from the side of the management. There was no contract between Sri G. Mohan Reddy and management whereas management alleges that there was contract and has filed documents Ex. M 1 to M 21 to prove that the contract was entered into between the management of CITD and Sri G. Mohan Reddy on 1-9-1991 for providing work force to the management. Original documents of the contract, application of Sri G. Mohan Reddy and information to Sri G. Mohan Reddy in the form of Ex. M4, M5, M6, M7, M8, M9, M10, M11 and M12 are on the record, which have been proved by witness for the management. In view of the documentary evidence there is statement of the Petitioner on oath along with documentary evidence Ex. W1 to W3 to show that the Petitioner has worked in the CITD but the documents of

the Petitioner Ex. W3 show that the Petitioner was shown as contract labour in their PF scheme papers and Sri G. Mohan Reddy has been shown as their contractor. This paper has been filed by the Petitioner herself and the Petitioner has filed her affidavit as examination in chief where it has been stated that there was no contract between Sri G. Mohan Reddy and Respondent. She has further stated that she has made representation before Assistant Labour Commissioner(C) for employment under new contractor. Petitioner has accepted that Ex. M1 bears her signature. It proves that the Petitioner is an employee under Sri G. Mohan Reddy. This material fact has been proved by the management witness Sri J. Jaihind Babu, who stated that the Petitioner was contract labour of Sri G. Mohan Reddy, said Sri G. Mohan Reddy has entered into a contract with management to provide security and house keeping jobs to the management, contract agreement was entered into on 1-9-1991 which is on the record.

14. There is evidence that M/s. Private Eye Security Services Ltd., entered into a contract who did not engage the Petitioner as labour. Petitioner made application to the Assistant Labour Commissioner(C) to provide job under second contractor who did not employ her as such, the Petitioner approached this Tribunal. Respondent's documents Ex. M1 to M 21 clearly prove that a contract agreement was entered into between the management and Sri G. Mohan Reddy as back as in the year 1991 and renewed again from 1991 to 2003 every year and the Petitioner was engaged by Sri G. Mohan Reddy. There is no iota of evidence to prove that the Petitioner was engaged directly by the management. Not only that the Petitioner approached Assistant Labour Commissioner(C) for her employment under the second contractor M/s. Private Eye Security Services. This prove that the Petitioner was simply contract labourer. There are letters of renewal of contract Ex.M4 to M12 which prove that contract of Sri G. Mohan Reddy was renewed from time to time. This prove that Sri G. Mohan Reddy was a contractor and Petitioner was employed by Sri G. Mohan Reddy for security and house keeping jobs of the CITD.

15. It has been argued by the Learned Counsel for the Petitioner that CITD is the real employer of the Petitioner because Commissioner of Gratuity has held in the matter of these Petitioners that the Petitioners are employees of CITD and directed the management of CITD to pay the gratuity. His order has been challenged by the management before the Appellate Authority and the matter is pending before the Appellate Authority. Thus, the matter is finally settled by the competent authority that the Petitioner of this case is employee of the CITD management hence, this Tribunal has no other option but to uphold the finding of the Payment of Gratuity Authority. Against this argument of the Learned Counsel for the Petitioner, the counsel for the management has argued that the order of the Payment of Gratuity Commissioner or Controlling

Authority is not final, said order has been challenged by the management before Appellate Authority and the appeal is pending before the Appellate Authority as such, it can not be said that the order of the Gratuity Authority has become final and binding on this Tribunal. I have considered this aspect of the case. Since the order of the Payment of Gratuity Authority has been challenged by management in appeal which is pending before the Appellate Authority, the matter is in pendency, i.e., pending for adjudication before the competent authority as such, this Tribunal is not bound by the finding of the Controlling Authority and Director of Payment of Gratuity.

16. Moreover, Respondent management has filed xerox copy of the statement from Employees State Insurance Corporation where Sri G. Mohan Reddy, a labour contractor is said to be the Principal employer who has deposited contribution towards the Provident Fund for Petitioner of this case in the years 2002, 2003, a detailed statement of the same has been filed as Ex. M19. There is another document filed by the Respondents Ex. M 1 which is the xerox copy of the extract from the payment of wages register. The payment has been made by Sri G. Mohan Reddy to all the Petitioners, this shows that the payment to the Petitioner was not made directly by the management of CITD but it was paid by Sri G. Mohan Reddy, the contractor. Thus, the test of relationship of employer and employee as laid down by the Hon'ble Supreme Court does not qualify in the present case. It is proved that Petitioner was employed by Sri G. Mohan Reddy who was a contractor, he made payment of the wages to the Petitioner. He deducted her PF and deposited the same with the competent authority as such, the contract between Sri G. Mohan Reddy and management is proved to be genuine and valid in this case. The Petitioner has not been able to prove that the contract of Sri G. Mohan Reddy was sham and shadowy, as such, this Tribunal has come to the conclusion that the contract between the management of CITD and Sri G. Mohan Reddy is not a sham and shadowy contract.

17. **Point No. (II) :** This Tribunal has to consider whether the demand of the Petitioner for reinstatement in the establishment is justified or not. It has been argued by the Learned Counsel for the Petitioner that Petitioner was employed by the CITD management and CITD management has disengaged the Petitioner with out following the due process of the law as such, the termination order of the Petitioner is illegal and Petitioner deserves to be reinstated in the service. He has further argued that the management of CITD and alleged Sri G. Mohan Reddy entered into a shadowy contract, Sri G. Mohan Reddy was a shadow of management and principal employer is CITD. The employees were directly employed by the management as such, in view of the case law reported in (2003) 6 SCC page 528 in the matter of Bharat Heavy Electricals Ltd. Vs. State of U.P. and others, wherein it is

held that, "since there was sham and shadowy contract there was direct relationship of employer and employee between the Petitioner and the Respondent." Petitioner was an employee of the Respondent No. 1 as such, her termination from the service without following the due procedure of the law is illegal.

18. In the present case Petitioner has neither claimed nor adduced any evidence that the CITD management used to maintain attendance register or supervised work of the petitioner through their own employees as such, it can not be said that the Petitioner has fulfilled the test of relationship of master and servant between the Petitioner and the management. The Petitioner has nowhere alleged that the management was maintaining attendance register of the Petitioner or the management's employee was supervising the work of the Petitioner. Respondent's counsel has argued that the Petitioner has not been able to come out prove test successfully, which is laid down by the Hon'ble Supreme Court. I have considered this aspect of the argument of the Learned Counsel for the parties and has perused the evidence of Petitioner and the claim statement filed by the Petitioner as well. There is no mention of a single word that the maintenance of the attendance register or supervision of the work was directly done by CITD or through its own employee as such, the test laid down by Hon'ble Supreme Court is not fulfilled in the present case.

19. There is evidence on the record to prove that the Petitioner was engaged through Sri G. Mohan Reddy, her PF and ESI subscriptions were deducted and deposited by Sri G. Mohan Reddy till there was a subsisting contract between Sri G. Mohan Reddy and the CITD management and Petitioner left work after termination of the contract with Sri G. Mohan Reddy. Not only that the Petitioner approached Assistant Labour Commissioner(C) for directing the newly appointed contractor i.e., M/s. Private Eye Security Services to re-employ this Petitioner which she could not prove. It is fully proved that Petitioner was contract labour engaged by Sri G. Mohan Reddy, and their services came to be discontinued upon the expiry of the contract or termination of the contract with Sri G. Mohan Reddy and Petitioner's services cease to exist. The services of the Petitioner were neither terminated nor disengaged by the Respondent No.1 management. The Petitioner's services were simply a contract service which ceased to exist consequent upon termination of contract, as such there is no illegality or irregularity on the part of the Respondent No.1 in disengagement of the Petitioner from the services, the Petitioner is not eligible for reinstatement by the Respondent No. 1 as claimed by the Petitioner. The case law cited by Learned Counsel for the Petitioner i.e., BHEL Vs. State of U.P. reported in (2003) 6 SCC page 528 is not applicable in the present case and Petitioner is not entitled for reinstatement. Point No.(II) is decided accordingly.

20. Point No. (III) : The Petitioner has not been able to prove that contract with Sri G. Monan Reddy was sham or shadowy nor has been able to prove that her services were terminated illegally and that too by the management of CITD. As such, the Petitioner is not entitled for any relief.

21. In the result, this Tribunal has come to the conclusion that, the contract awarded by the management of Central Institute of Tools Design, Balanagar, Hyderabad to M/s. Mohan Reddy is not sham. The demand of Smt.D. Laxmi Bai for reinstatement in the establishment of Central Institute of Tools Design, Balanagar, Hyderabad is not justified as such, the Petitioner is not entitled for any relief as such, petition is dismissed. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 30th day of January, 2012.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW 1: Smt D. Laxmi Bai	MWI: Sri R. Jaihind Babu

Documents marked for the Petitioner

- Ex.W 1: Copy of failure report
- Ex.W 2: Copy of ESI card
- Ex.W 3: Copy of PF slip

Documents marked for the Respondent

- Ex.M1: Copy of payment of wages register for the month of January, 2003.
- Ex.M2: Authorization by management dt.13-4-2010.
- Ex.M3: Copy of Service contract agreement with Sri G. Mohan Reddy by R1 dtd. 1-9-1991.
- Ex.M4: Copy of letter renewing the service contract dtd.16-9-92 from 1-9-92 to 31-8-93.
- Ex.M5: Office copy of letter renewing the service contract dtd. 2-8-93 from 1-9-93 to 31-8-94.
- Ex.M6: Office copy of letter renewing the service contract dtd. 6-9-94 from 1-9-94 to 31-8-95.
- Ex.M7: Office copy of letter renewing the service contract dtd. 8-10-95 from 1-9-95 to 31-8-1996.
- Ex.M8: Office copy of letter renewing the service contract dtd. 4-9-96 from 1-9-96 to 31-8-1997.
- Ex.M9: Office copy of letter renewing the service contract dtd. 8-9-97 from 1-9-97 to 31-8-98.
- EX.M10: Office copy of letter renewing the service contract dtd. 8-9-98 from 1-9-98 to 31-8-99.
- Ex.M11: Office copy of letter renewing the service contract dtd. 9-9-99 from 1-9-99 to 31-8-2000

- EX.M12: Office copy of letter renewing the service contract dtd. 24-8-2001 from 1-9-2001 to 31-8-2002.
- EX.M13: Office copy of letter terminating the service contract dtd. 25-3-03 w.e.f 1-4-2003.
- EX.M14: Original Memorandum of Settlement & Rules & Regulations.
- EX.M15: Copy of resolution dtd. 31-3-1970.
- EX.M16: Copy of security contract agreement dtd. 22-4-2003.
- EX.M17: Copy of Payment register - of wages
- EX.M18: Copy of ESI statement
- EX.M19: Copy of Statement of Employees Pension Scheme.
- EX.M20: Office copy of Ir. No.Citd/Estb/CL/2004/953 & 954 dtd. 29-5-04 to ALC(C) by management
- EX.M21: Office copy of Ir. No.Citd/Estb/CL/2004/1123 & 1124 dtd. 5-6-04 to ALC(C)

नई दिल्ली, 20 मार्च, 2012

का.आ.1399.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि प्रिंसिपल डाइरेक्टर, सी.आई.टी.डी. एण्ड अदर्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एल.सी.आई.डी. 61/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-3-2012 को प्राप्त हुआ था।

[सं. एल-42025/03/2012-आईआर (डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 20th March, 2012

S.O.1399.—In pursuance of Section 2A (2) of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LCID 61/2006) of the Central Government Industrial Tribunal-cum-Labour Court Hyderabad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Principal Director, CITD & Others and their workmen, which was received by the Central Government on 20-3-2012.

[No. L-42025/03/2012-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 30th day of January, 2012

INDUSTRIAL DISPUTE L.C. No. 61/2006

Between :

Sri Nawab Jani,
S/o Syed Chand,
R/o H.No.17-2. Opp. IDPL Colony,
Gurumurthy Nagar,
Hyderabad.

...Petitioner

AND

1. Principal Director,
Central Institute of Tools Design (CITD),
Hyderabad.
2. Sri Mohan Reddy,
Contractor, CITD,
Hyderabad.

... Respondents

Appearances :

For the Petitioner : M/s. K. Ravinder Goud &
Y. Ranjeeth Reddy, Advocates

For the Respondent : M/s. C. Niranjan Rao,
M. Subrahmanya Sastry,
K. Srinivasa Rao &
L. Chandra Mohan Reddy,
Advocates for R I

AWARD

Sri Nawab Jani has filed this petition under Sec.2A(2) of the Industrial Disputes Act, 1947 against the management of Central Institute of Tools Design, Balanagar, Hyderabad challenging his termination w.e.f. 1-4-2003.

2. Petitioner has filed his claim statement alleging therein that he joined as security guard on 10-2-2001 in Respondent's organization. He was appointed by Respondent contractor, who was appointed as contractor by first Respondent. The Petitioner continued to work upto 31-3-2003. When he asked for the minimum wages, his services along with other workers were terminated from 1-4-2003 which is contrary to the Industrial Disputes Act, 1947. The Petitioner and some other workers raised labour dispute before Assistant Labour Commissioner(C) and the conciliation proceeding ended in failure and the matter was referred to the Ministry of Labour and Employment except Petitioner's case. Hence, this petition under Sec.2A(2).

3. Petitioner has alleged that the nature of work done by him is of perennial and continuous nature and Petitioner was entitled for regularization. Management has provided ESI and PF benefit to the Petitioner as such, the action of management be declared to be illegal and contract between 1st Respondent and 2nd Respondent be declared as sham and smoky.

4. Respondent has filed counter statement alleging therein that Respondent No.1 is an autonomous body registered under Societies Registration Act having their office within the territory of A.P. The institute have engaged certain workmen through contractor Mr. G. Mohan Reddy for providing security and house keeping services. After the expiry of the contract between Mr. G. Mohan Reddy and the Respondent No.1, a fresh contract was entered into with the new contractor w.e.f. 1-4-2003. It is alleged that Respondent No. 1 issued advertisement inviting tender for engagement of the labour contractor. Mr. G. Mohan Reddy earlier contractor was unsuccessful bidder and contract was awarded to M/s. Private Eye Security Services, Hyderabad. The workers of first contractor Mr. G. Mohan Reddy approached Assistant Labour Commissioner (C) for their continuation in the service through the new contractor which they could not succeed. The matter was referred to the government. Second Respondent has entered into contract with first Respondent on 1-9-1991 to provide house keeping and security services who provided ESI and PF benefits to all the contract labourers and to pay minimum wages. Petitioner of this case is neither a worker of first Respondent nor he is entitled to be reinstated by 1st Respondent. The first Respondent is an institute under Small Scale Development Industrial Organization with an objective of providing training to the Electrical Personnel in designing and tool making, dies and moulds etc.. Government of India has no control over this organization, vide order dated 31-3-1970 the Government of India has no control over the first Respondent. The State of Andhra Pradesh is the appropriate government in the present matter. This objection was raised before the Assistant Labour Commissioner (C) who has not considered this objection nor referred this objection to the Ministry. The Respondent No. 1 has entered into contract for providing work force with M/s. Private Eye Securities Services who has not been impleaded as party. Petitioner wanted to secure a job under the Private Eye Security Services as contract between 1st Respondent and G. Mohan Reddy ceases to exist. The earlier contract with G. Mohan Reddy was valid and bonafide contract, it was neither sham nor smoky. The case law relied by the Petitioner has no relevance with the present case. The Petitioner has worked as contract labour and he was engaged by the contractor. There is no direct relationship of master and servant between the Petitioner and the first Respondent. Hence, petition deserves to be dismissed.

5. Parties were directed to produce their evidence. Petitioner Sri Nawab Jani has filed his affidavit as examination in chief and produced himself for cross examination. He has marked 3 documents Ex. W1 to W3 in evidence.

6. Respondent have filed affidavit of Sri R. Jai Hind Babu, Assistant Director of the Institute who has marked

21 documents Ex. M1 to M21 and has presented himself for cross examination.

7. I have heard counsels for both the parties and have perused the pleadings and evidence of the parties.

8. It has been argued by Learned Counsel for the Petitioner that the management has entered into a sham contract with Sri G. Mohan Reddy for providing labour force to a perennial and continuous nature job. The Petitioner after working for more than 2 years was shown as contract labour and some other workers also have worked for more than nine years. Sri G. Mohan Reddy used to provide labour to first Respondent. This way the contract between Sri G. Mohan Reddy and first Respondent was sham and smoky contract with a view to deprive the legally desirable candidate from seeking a regular employment and regular absorption in the service. The employees were directly employed by the management as such, in view of the case law reported in (2003) 6 SCC page 528 in the matter of Bharat Heavy Electricals Ltd. Vs. State of D. P. and others, wherein it is held that, "since there was sham and shadowy contract there was direct relationship of employer and employee between the Petitioner and the Respondent," the contract between first Respondent and second Respondent is sham and shadowy. It has further been argued by Learned Counsel for the Petitioner that perennial nature job was available in the Respondent's organization in that case, work taken from contract labour is illegal and such contract labour should be deemed to be legally appointed by Respondent No. 1. He has further argued that in the matter of payment of gratuity the Controller of Gratuities has allowed application of the Petitioner for payment of the Gratuity that order is binding on both the parties. The Controller of the Gratuity has opined that the Petitioner is an employee of CITD, this finding of the Controller of Gratuity was neither set aside nor quashed by any competent authority as such, this Tribunal has to follow the finding of Controller of Gratuity and thus, it is clear and fully proved that Petitioner is an employee of CITD, he was illegally employed through a sham transaction of the contract, therefore the termination or disengagement of the services of the Petitioner is violative of industrial law.

9. Against the above argument of Learned Counsel for Petitioner, Learned Counsel for the Respondent has argued that the Respondent has already raised an objection that the Respondent is not an organization of Central Government or an organization funded or controlled by the Central Government as such, the Central Government is not an appropriate authority in the present case. The first Respondent is a registered society under Societies Registration Act and it is being controlled and governed by said laws as such, the State Government is the competent authority in the present case. The Learned Counsel for the Respondent has further argued that so far

as the order of Controller of Gratuity is concerned his order has been challenged by way of appeal before the Appellate Authority which is pending there as such, it can not be said that the order passed by Controller of Provident Fund has become final or the finding arrived at by the Controller of gratuity is binding on this Tribunal. He has further argued that the Petitioner himself resigned from the service of the contractor. In cross examination MW 1 has admitted that it is not correct that labour contract with G. Mohan Reddy was sham and smoky. He has admitted that the contract with G. Mohan Reddy was terminated on 25-3-2003. From the year 1989 to 1991 Petitioner and other workmen were engaged as daily wagers by CITD and from 1991 to 2003 they worked through contractor G. Mohan Reddy. This prove that the claim of the Petitioner that they have worked from 1991 to 2003 under CITD as their employees is not correct. From the own statement of the Petitioner it is proved that he was engaged by contractor Sri G. Mohan Reddy under whom he worked upto 2003. Thereafter the contract ceased to exist and another contract was entered between M/s. Private Eye Security Services and Respondent No. 1 who did not engage the Petitioner and other workmen, as such, the Petitioner's claim for absorption or regularization in service by CITD is devoid of any merit.

10. On the basis of the arguments advanced by Learned Counsels for the parties, this Tribunal has to consider the following points:—

- (I) Whether the contract awarded by the management of CITD to Sri G. Mohan Reddy is sham or not?
- (II) Whether the demand of Sri Nawab Jani for reinstatement in the establishment of CITD is justified?
- (III) To what relief if any the workman is entitled?

11. **Point No. (I) :** Petitioner has alleged in his claim statement that management engaged some workers through contractor namely Sri G. Mohan Reddy for providing security and house keeping services. It is further alleged that after expiry of said contract of Sri G. Mohan Reddy a fresh contract was entered into with new contractor w.e.f. 1-4-2003. It has further been alleged that after expiry of contract with Sri G. Mohan Reddy, Respondent management issued an advertisement and followed procedure for engaging contract labour, in which the earlier contractor was unsuccessful bidder in the said procedure as such, the contract was awarded to M/s. Private Eye Security Services as they were the lowest bidder. In view of the fact that new contract came into existence with another contractor the Petitioner approached Assistant Labour Commissioner(C) for his continuation in service through the new contractor. The Petitioner has alleged that he joined as security guard in first Respondent organization and second Respondent

who is a contractor appointed his in first Respondent's organization and the contractor provided ESI and PF to Petitioner. The Petitioner worked in that capacity upto 31-3-2003. When Petitioner asked for minimum wages the first Respondent terminated his services from 1-4-2003 onwards. The Petitioner approached conciliation officer who entered into conciliation proceedings which resulted in failure. The Petitioner contended that the nature of work performed by the Petitioner is perennial in nature and continuous as such, the Petitioner is entitled for regularization. When Petitioner asked for minimum wages, his services were terminated and after termination of Petitioner and other workers' some other workers were engaged through M/s. Private Eye Security Services by first Respondent management. Petitioner was directly employed by Respondent management and Respondent management provided ESI and PF benefits. The management has changed the service condition showing the Petitioner as contract labour. Thus, the alleged contract with Sri G. Mohan Reddy is a sham and shadowy contract. The second Respondent is smoke skilled employer to the Petitioner.

12. The management has denied above allegation and has alleged that the management is autonomous body and for its security and house keeping services institute engaged contractor namely Sri G. Mohan Reddy, Respondent No. 2, to provide security and house keeping service to the institute whose contract expired and a fresh contract was entered into with another contractor from 1-4-2003. Sri G. Mohan Reddy could not succeed to secure second time contract. The new contractor M/s. Private Eye Security Services was lowest bidder and he was offered the contract. He did not engage the Petitioner under his control. Petitioner approached Assistant Labour Commissioner (C), who started conciliation proceeding which resulted in failure and the matter was referred to Central Government. Petitioner was under the direct control of Respondent No. 2 who was a contractor who agreed to provide ESI and PF benefits to contract labours and minimum wages to them. It is incorrect to say that Petitioner was directly employed by the management and Sri G. Mohan Reddy was a screen between management and the Petitioner. It is alleged that the contract with Sri G. Mohan Reddy was a genuine and valid contract for providing house keeping and security services to the management whose contract lasted upto 31-3-2003. A fresh contract was entered into between M/s. Private Eye Security Services and first Respondent. It is not correct to suggest that the contract entered into between Sri G. Mohan Reddy and first Respondent was sham and shadowy.

13. Sri G. Mohan Reddy has not filed any reply in this case, though, there is allegation of Petitioner and counter allegation from the side of the management. There was no contract between Sri G. Mohan Reddy and management whereas management alleges that there was

contract and has filed documents Ex. M1 to M21 to prove that the contract was entered into between the management of CITD and Sri G. Mohan Reddy on 1-9-1991 for providing work force to the management. Original documents of the contract, application of Sri G. Mohan Reddy and information to Sri G. Mohan Reddy in the form of Ex. M4, M5, M6, M7, M8, M9, M10, M11 and M12 are on the record, which have been proved by witness for the management. In view of the documentary evidence, there is statement of the Petitioner on oath along with documentary evidence Ex. W1 to W3 to show that the Petitioner has worked in the CITD but the documents of the Petitioner Ex. W3 show that the Petitioner was shown as contract labour in their PF scheme papers and Sri G. Mohan Reddy has been shown as their contractor. This paper has been filed by the Petitioner himself and the Petitioner has filed his affidavit as examination in chief where it has been stated that there was no contract between Sri G. Mohan Reddy and Respondent. He has further stated that he has made representation before Assistant Labour Commissioner(C) for employment under new contractor. Petitioner has accepted that Ex. M1 bears his signature. It proves that the Petitioner is an employee under Sri G. Mohan Reddy. This material fact has been proved by the management witness Sri J. Jaihind Babu, who stated that the Petitioner was contract labour of Sri G. Mohan Reddy, said Sri G. Mohan Reddy has entered into a contract with management to provide security and house keeping jobs to the management, contract agreement was entered into on 1-9-1991 which is on the record.

14. There is evidence that M/s. Private Eye Security Services Ltd., entered into a contract who did not engage the Petitioner as labour. Petitioner made application to the Assistant Labour Commissioner(C) to provide job under second contractor who did not employ him as such, the Petitioner approached this Tribunal. Respondent's documents Ex. M1 to M21 clearly prove that a contract agreement was entered into between the management and Sri G. Mohan Reddy as back as in the year 1991 and renewed again from 1991 to 2003 every year and the Petitioner was engaged by Sri G. Mohan Reddy. There is no iota of evidence to prove that the Petitioner was engaged directly by the management. Not only that the Petitioner approached Assistant Labour Commissioner(C) for his employment under the second contractor M/s. Private Eye Security Services. This prove that the Petitioner was simply contract labourer. There are letters of renewal of contract Ex. M4 to M12 which prove that contract of Sri G. Mohan Reddy was renewed from time to time. This prove that Sri G. Mohan Reddy was a contractor and Petitioner was employed by Sri G. Mohan Reddy for security and house keeping jobs of the CITD.

15. It has been argued by the Learned Counsel for the Petitioner that CITD is the real employer of the Petitioner because Commissioner of Gratuity has held in

the matter of these Petitioners that the Petitioners are employees of CITD and directed the management of CITD to pay the gratuity. His order has been challenged by the management before the Appellate Authority and the matter is pending before the Appellate Authority. Thus, the matter is finally settled by the competent authority that the Petitioner of this case is employee of the CITD management hence, this Tribunal has no other option but to uphold the finding of the Payment of Gratuity Authority. Against this argument of the Learned Counsel for the Petitioner, the counsel for the management has argued that the order of the Payment of Gratuity Commissioner or Controlling Authority is not final, said order has been challenged by the management before Appellate Authority and the appeal is pending before the Appellate Authority as such, it can not be said that the order of the Gratuity Authority has become final and binding on this Tribunal. I have considered this aspect of the case. Since the order of the Payment of Gratuity Authority has been challenged by management in appeal which is pending before the Appellate Authority, the matter is in pendency, i.e., pending for adjudication before the competent authority as such, this Tribunal is not bound by the finding of the Controlling Authority and Director of Payment of Gratuity.

16. Moreover, Respondent management has filed xerox copy of the statement from Employees State Insurance Corporation where Sri G. Mohan Reddy, a labour contractor is said to be the Principal employer who has deposited contribution towards the Provident Fund for Petitioner of this case in the years 2002-2003, a detailed statement of the same has been filed as Ex. M19. There is another document filed by the Respondents Ex. M1 which is the xerox copy of the extract from the payment of wages register. The payment has been made by Sri G. Mohan Reddy to all the Petitioners, this shows that the payment to the Petitioner was not made directly by the management of CITD but it was paid by Sri G. Mohan Reddy, the contractor. Thus, the test of relationship of employer and employee as laid down by the Hon'ble Supreme Court does not qualify in the present case. It is proved that Petitioner was employed by Sri G. Mohan Reddy who was a contractor, he made payment of the wages to the Petitioner. He deducted his PF and deposited the same with the competent authority as such, the contract between Sri G. Mohan Reddy and management is proved to be genuine and valid in this case. The Petitioner has not been able to prove that the contract of Sri G. Mohan Reddy was sham and shadowy, as such, this Tribunal has come to the conclusion that the contract between the management of CITD and Sri G. Mohan Reddy is not a sham and shadowy contract.

17. **Point No. (II) :** This Tribunal has to consider whether the demand of the Petitioner for reinstatement in the establishment is justified or not. It has been argued by the Learned Counsel for the Petitioner that Petitioner was

employed by the CITD management and CITD management has disengaged the Petitioner with out following the due process of the law as such, the termination order of the Petitioner is illegal and Petitioner deserves to be reinstated in the service. He has further argued that the management of CITD and alleged Sri G. Mohan Reddy entered into a shadowy contract, Sri G. Mohan Reddy was a shadow of management and principal employer is CITD. The employees were directly employed by the management as such, in view of the case law reported in (2003) 6 SCC page 528 in the matter of Bharat Heavy Electricals Ltd. Vs. State of U.P. and others, wherein it is held that, "since there was sham and shadowy contract there was direct relationship of employer and employee between the Petitioner and the Respondent." Petitioner was an employee of the Respondent No.1 as such, his termination from the service without following the due procedure of the law is illegal.

18. In the present case Petitioner has neither claimed nor adduced any evidence that the CITD management used to maintain attendance register or supervised work of the petitioner through their own employees as such, it can not be said that the Petitioner has fulfilled the test of relationship of master and servant between the Petitioner and the management. The Petitioner has no where alleged that the management was maintaining attendance register of the Petitioner or the management's employee was supervising the work of the Petitioner. Respondent's counsel has argued that the Petitioner has not been able to prove test successfully, which is laid down by the Hon'ble Supreme Court. I have considered this aspect of the argument of the Learned Counsel for the parties and has perused the evidence of Petitioner and the claim statement filed by the Petitioner as well. There is no mention of a single word that the maintenance of the attendance register or supervision of the work was directly done by CITD or through its own employee as such, the test laid down by Hon'ble Supreme Court is not fulfilled in the present case.

19. There is evidence on the record to prove that the Petitioner was engaged through Sri G. Mohan Reddy, his PF and ESI subscriptions were deducted and deposited by Sri G. Mohan Reddy till there was a subsisting contract between Sri G. Mohan Reddy and the CITD management and Petitioner left work after termination of the contract with Sri G. Mohan Reddy. Not only that the Petitioner approached Assistant Labour Commissioner(C) for directing the newly appointed contractor i.e., M/s. Private Eye Security Services to re-employ this Petitioner which he could not prove. It is fully proved that Petitioner was contract labour engaged by Sri G. Mohan Reddy, and his services came to be discontinued upon the expiry of the contract or termination of the contract with Sri G. Mohan Reddy and Petitioner's services cease to exist. The services of the Petitioner were neither terminated nor disengaged

by the Respondent No.1 management. The Petitioner's services were simply a contract service which ceased to exist consequent upon termination of contract, as such there is no illegality or irregularity on the part of the Respondent No.1 in disengagement of the Petitioner from the services, the Petitioner is not eligible for reinstatement by the Respondent No.1 as claimed by the Petitioner. The case law cited by Learned Counsel for the Petitioner i.e., BHEL Vs. State of U.P. reported in (2003) 6 SCC page 528 is not applicable in the present case and Petitioner is not entitled for reinstatement. Point No.(II) is decided accordingly.

20. **Point No. (III) :** The Petitioner has not been able to prove that contract with Sri G. Mohan Reddy was sham or shadowy nor has been able to prove that his services were terminated illegally and that too by the management of CITD. As such, the Petitioner is not entitled for any relief.

21. In the result, this Tribunal has come to the conclusion that, the contract awarded by the management of Central Institute of Tools Design, Balanagar, Hyderabad to M/s Mohan Reddy is not sham. The demand of Sri Nawab Jani for reinstatement in the establishment of Central Institute of Tools Design, Balanagar, Hyderabad is not justified as such, the Petitioner is not entitled for any relief and petition is dismissed. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 30th day of January, 2012.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for
the Petitioner

WW1: Sri nawab Jani

Witnesses examined for
the Respondent

MW1: Sri R. Jaihind Babu

Documents marked for the Petitioner

Ex.W1: Copy of failure report

Ex.W2: Copy of ESI card

Ex.W3: Copy of PF slip

Documents marked for the Respondent

Ex.M1: Copy of payment of wages register for the month of January, 2003

Ex.M2: Authorization by management dt.13-4-2010

Ex.M3: Copy of Service contract agreement with Sri G. Mohan Reddy by R1 dt.1-9-1991

Ex.M4: Copy of letter renewing the service contract dt.16-9-92 from 1-9-92 to 31-8-93

Ex.M5: Office copy of letter renewing the service contract dt.2-8-93 from 1-9-93 to 31-8-94

- Ex.M6: Office copy of letter renewing the service contract dt.6-9-94 from 1-9-94 to 31-8-95
- Ex.M7: Office copy of letter renewing the service contract dt.8-10-95 from 1-9-95 to 31-8-1995
- Ex.M8: Office copy of letter renewing the service contract dt. 4-9-96 from 1-9-96 to 31-8-1997
- Ex.M9: Office copy of letter renewing the service contract dt. 8-9-97 from 1-9-97 to 31-8-98
- Ex.M10: Office copy of letter renewing the service contract dt. 8-9-98 from 1-9-98 to 31-8-99
- Ex.M11: Office copy of letter renewing the service contract dt.9-9-99 from 1-9-99 to 31-8-2000
- Ex.M12: Office copy of letter renewing the service contract dt.24-8-2001 from 1-9-2001 to 31-8-2002
- Ex.M13: Office copy of letter terminating the service contract dt.25-3-03 w.e.f 1-4-2003
- Ex.M14: Copy of Memorandum of Settlement & Rules & Regulations
- Ex.M15: Copy of resolution dt.31-3-1970
- Ex.M16: Copy of security contract agreement dt. 22-4-2003
- Ex.M17: Copy of Payment register — of wages
- Ex.M18: Copy of ESI statement
- Ex.M19: Copy of Statement of Employees Pension Scheme
- Ex.M20: Office copy of Lr. No.Citd/Estb/CL/2004/953 & 954 dt. 29-5-04 to ALC(C) by management
- Ex.M21: Office copy of Lr. No.Citd/Estb/CL/2004/1123 & 1124 dt.5-6-04 to ALC(C)

नई दिल्ली, 21 मार्च, 2012

का.आ.1400.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार की कंट्रोलर ऑफ क्वालिटी असुरेंस (वैकल) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मुम्बई के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-1 ऑफ 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-3-2012 को प्राप्त हुआ था।

[सं. एल-14012/72/2002-आईआर (डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st March, 2012

S.O.1400.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-1 of 2003) of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the

Controllorate of Quality Assurance (Vehicle) and their workman, which was received by the Central Government on 21-3-2012.

[No L-14012/72/2002-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

HEAD OF THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

JUSTICE G.S. SARRAF, Presiding Officer

Reference No. CGIT-1/I OF 2003

Parties: Employers in relation to the management of
Controllorate of Quality Assurance, Vehicles

AND

Their Workman (Popat B. Bhalerao)

Appearances.

For the Management : Mr. Gonsalves, Adv.

For the Workman : Mr. M. B. Anchan, Adv.

State : Maharashtra

Mumbai, dated the 1st day of February, 2012

AWARD PART-II

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference given in the schedule are as follows :

Whether the action of the management of Controllorate of Quality Assurance (Vehicle) in terminating the services of Sh. Popat B. Bhalerao by way of compulsory retirement w.e.f. 20-8-96 on the alleged charges misconduct vide chargesheet No. ADM/AEDICS/8220/IV-48 dt. 14-12-1995 is legal and justified/ If not, to what relief the concerned employee is entitled to?

2. The case of the workman Popat B. Bhalerao is that he was appointed as Chowkidar by the Controller of Quality Assurance (Vehicle), Aurangabad Road, Ahmed Nagar on 4-5-1981 on a permanent basis. He worked as such continuously with diligence and sincerity till he was compulsorily retired vide order dt. 30-8-1996. It is alleged that since the wife of the workman did not agree to work in the house of R.M. Gulati who was Controller of Quality Assurance (Vehicle), Ahmed Nagar and whose wife had committed suicide in the beginning of 1995, he was harassed by Gulati. He became upset on account of this and remained sick from 11-4-1995 to 27-9-1995. He submitted a medical certificate for the aforementioned period but he was not allowed to join by Gulati. He was held guilty for misconduct on account of absenteeism for the aforementioned period but he was never served with any chargesheet, enquiry proceedings and report of the Enquiry Officer. Thus the

alleged enquiry held against him was against principles of natural justice. He, therefore, prayed that he be reinstated with full back wages and continuity of service.

3. The Management filed written statement wherein it stated that the workman was employed as Chowkidar in DGQA (V) Ahmed Nagar under the DGQA Organization of the Department of Defence Production and Supplies. Being a civilian government servant he was governed by CCS (Conduct & A) Rules. The Tribunal did not have jurisdiction to entertain this reference and the workman should approach Central Administrative Tribunal. According to the written statement the workman remained absent without intimation from 11-4-1995 to 27-9-1995. The workman reported for duty on the night of 28-4-1995 and submitted an application stating that he was sick from 1-3-1995 to 10-4-1995 and that due to some domestic reasons he was not able to attend duties from 11-4-1995 to 27-9-1995 and he prayed that he be granted extra-ordinary leave on medical ground as also on personal reason. The Management gave a show cause notice dt. 17-10-1995 to explain his conduct which was served on him but the workman failed to respond. The workman was chargesheeted for unauthorized absence from 11-4-1995 to 27-9-1995. After enquiry, the workman was awarded penalty of compulsory retirement by Disciplinary Authority and his appeal was rejected by the Appellate Authority. According to the written statement the allegations of the workman are baseless and he persistently avoided accepting letters and notices. The Management, therefore, prayed that the statement of claim filed by the workman be rejected.

4. The workman filed rejoinder wherein he reiterated the stand taken in the statement of claim.

5. This Tribunal by Award Part-I dt. 5-4-2006 held that this Tribunal had jurisdiction in the matter and set aside the enquiry report as the enquiry was not just and fair and was in violation of the principles of natural justice and gave an opportunity to the Management to lead evidence before this Tribunal to prove the charges against the workman.

6. The parties have led their evidence.

7. Heard Shri Anchan, learned counsel for the workman and Shri Gonsalves learned counsel for the Management.

8. The charges framed against the workman are as under :

CHARGE-I

Shri P. B. Bhalerao, while functioning as Pmt Chowkidar was continuously absent from duty for the period from 11-4-1995 to 27-9-1995 without any intimation/prior sanction of leave. Shri P. B. Bhalerao, Pmt Chowkidar by his above act has exhibited lack of devotion to duty thereby violated rule 3(1) (ii) of CCS (Conduct) Rules, 1964.

CHARGE-II

Shri P. B. Bhalerao, while functioning as Pmt Chowkidar was issued a show cause notice for his unauthorized absence with direction to submit reply within 10 days. However, he has not submitted the reply to show cause notice till date thus he has disobeyed the Government Orders.

Shri P. B. Bhalerao, Pmt Chowkidar by his above act has exhibited gross misconduct which is unbecoming of a Government servant thereby violated rule 3(1) (iii) of CCS (Conduct) Rules, 1964.

9. There does not appear sufficient evidence to establish charge-II. Learned Counsel for the Management has been unable to tell as to how the Management has proved the charge-II. Thus charge-II against the workman is not proved.

10. As regards charge-I, the workman has stated in his statement of claim that he was sick from 11-4-1995 to 27-9-1995. In cross-examination the workman has stated "I was absent from 11-4-1995 to 27-9-1995 (5 months and 20 days) and again from 14-11-1995 to 1-8-1996 without permission". The admission of the workman himself fully proves that he remained absent from 11-4-1995 to 27-9-1995 without permission. there is no proof of the fact that he submitted any medical certificate. Thus the charge-I is clearly proved against the workman by his own admission.

11. The question now arises whether the punishment of compulsory retirement awarded to the workman is excessive or unjustified.

12. The punishment must be commensurate with the gravity of the misconduct charged. In the facts and circumstances of the case I do not think that the punishment awarded to the workman is shockingly disproportionate to the charge found proved against him. There is no place for any generosity or misplaced sympathy in this case so as to interfere with the quantum of punishment.

13. In view of the above discussion the workman is not entitled to any relief.

An Award is passed accordingly.

JUSTICE G. S. SARAA, Presiding Officer
नई दिल्ली, 21 मार्च, 2012

का.आ.1401.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेंडेंट ऑफ पोस्ट, राजकोट डिवीजन, राजकोट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचात (संदर्भ संख्या सी.जी.आई.टी.ए. ऑफ 24/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-3-2012 को प्राप्त हुआ था।

[सं. एल-40011/29/1995-आईआर (डी यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st March, 2012

S.O.1401.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA of 24/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Sr. Superintendent of Post, Rajkot Division, Rajkot and their workman, which was received by the Central Government on 21-3-2012.

[No. L-40011/29/1995-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Binay Kumar Sinha, Presiding Officer, CGIT cum-Labour Court, Ahmedabad, Dated 27-02-2012

Reference: CGITA of 24 of 2005 New

The Senior Superintendent of Post Offices,
Rajkot Division, Deptt. of Post,
Rajkot-360 001

...First Party

And
their workman

Shri Narendra Bhikhurao Bendkar,
Ganpati Krupa, 1-Alkapuri Society,
Raiya Road, Rajkot-360 001

...Second Party

For the first party: Shri P.M. Rami, Advocate, Assistant
Government Pleader

For the second party : none

AWARD

The workman raised an Industrial Dispute before the conciliation officer on his termination from service as postman w.e.f. 01-09-1990 the efforts of conciliation when failed, failure report was sent to the appropriate Government, then Government of India, Ministry of Labour considering an Industrial Dispute exists between employer in relation to the management of Senior Superintendent of Post Offices, Rajkot and their workman by an order No. L-40011/29/95-IR (DU) New Delhi dated 05-02-2005 referred the dispute to this tribunal for adjudication in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the ID Act, 1947, formulating the terms of reference as follows under the schedule.

SCHEDULE

“Whether the action of the management of Senior Superintendent of Post Offices, Rajkot in terminating the services of Shri Narendra Bhikurao Bendkar w.e.f. 1-09-1990 is just and legal? If not, to what relief the workman is entitled?”

2. Notices were sent to the parties for submitting their respective pleadings — statement of claim and written statement with documents. The second party workman appeared with power executed in favour of his lawyer namely Girish Kumar A. Prajapati and also filed statement of claim at Ext. 5. His claim is that he was engaged as a postman by the management of the first party from 01-03-1984 and he was allowed to continue in the employment up to 30/31-08-1990 and thereafter his services were terminated and brought to an end. His claim is that he worked for 240 days in each calendar year and as such he worked for more than 7 years in the Postal Department. But without complying with the provision of Section 25 (F) of the ID Act and without giving retrenchment compensation he was terminated from his service which amounts to unfair labour practice also. Further claim is that fresh persons were engaged after his termination and thus the first party has also violated the provision of Section 25 (H). Further claim is that the first party has also violated the provision of Section 25 (N) of the ID Act wherein it is necessary to give 3 months notice and also to seeks permission of the proper Government before retrenchment of a workman. On these scores it has been stated that he became unemployed from the date of his termination/retrenchment and he is jobless and he is not in gainful employment since after his alleged termination and so prayed for declaring the termination/retrenchment of his services as illegal, ineffective, null and void with further relief for his reinstatement with full backwages and consequential benefits of regularisation.

3. The first party management of Post Offices also appeared with power executed in favour of Shri P. M. Rami, Assistant Government Pleader, and the first party Senior Superintendent of Post Offices Rajkot Division files its written statement at Ext. 7 pleading inter-alia that the demands made as per statement of claim by the workman are false, the concern workman Shri Narendra Bhikhurao Bendkar has been engaged as temporary Stop Gap leave outsider, Postman, which was not permanent appointment rather the workman can be terminated at any time without serving notices to him. Though the workman has served 7 years service but he never completed 240 days in any calendar year. The workman was not a permanent postman so he cannot be given government benefits and since he was outsider postman so there was no need to serve notices for his termination. Further case is that the first party is one of the office of the post department of Indian Government and is bound to obey the rules of Indian Government decided for postal department and as per government decision when postman of the post department is on leave at that time the workman has to work as reliever in our post department as Stop Gap arrangement and as outsider postman and so the demand of the workman is also not

legal for list of senior or junior since the persons who are working as outsider the post department as per the rules not maintaining senior- junior list and not giving any benefits at par with the regular postman. It has been denied that the first party has ever violated the provision either of Section 25 (F) or 25 (E) or 25 (G), or 25 (H) the workman is not entitled to get any compensation and so the workman's demand for appointment/regularisation in permanent services, for demand for compensation are false and illegal and so the workman is not entitled to get any relief in this case.

4. Subsequently the second party workman left doing pairvy in this case in the year 2009 when this tribunal was vacant for want of posting of the Presiding Officer, this case record was transferred to the State Industrial Court at Ahmedabad from where notices were sent to the parties and the first party appeared to make contest in this case. But the second party workman did not appear. Subsequently the case record received on return back in this tribunal in the month of December, 2010 and again fresh notices was issued to the parties vide Ext. 8. The first party through lawyer appeared. But the second party did not appear nor his lawyer appointed as per Ext. 4 appeared to make any submission on behalf of the second party. Thereafter the first party vide Ext. 9, 10, 11 file pursis for stopping the stage of evidence of the second party since the case was pending for leading evidence by the second party workman who has raised this dispute against the management of Post Office. After giving number of opportunities to lead evidence by the second party workman evidence was closed on 16-12-2011 in view of the pursis of the first party at Ext. 11 and the record was fixed for necessary order.

5. Considering all the aspects this tribunal has reason to believe that the second party workman has lost interest to make contest in this reference case as per his statement of claim at Ext. 4. So the terms of reference as per schedule is answered in affirmative that the action of the management of Senior Superintendent of Post office Rajkot Division, Rajkot in terminating the services of Shri Narendra Bhikhurao Bendkar w.e.f. 01-09-1990 is just and legal.

It is, therefore,

ORDERED

This reference case is dismissed for none prosecution by the second party workman.

This is my award.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 22 मार्च, 2012

का.आ. 402.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एजिकेटिव इन्जीनियर विलिंगटन कन्टोनमेंट बोर्ड, नीलगिरी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 172/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2012 को प्राप्त हुआ था।

[सं. एल-13012/03/1999-आईआर (डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2012

S.O. 1402.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 172/2001) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Executive Engineer, Wellington Cantonment Board, Nilgiris and their workman, which was received by the Central Government on 22-3-2012.

[No. L-13012/03/1999-IR (DU)]

RAMESH SINGH, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 13th March, 2012

Present: A. N. JANARDANAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 172/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Wellington Cantonment Board, Nilgiris and their Workman)

BETWEEN

Sri R. Natarajan : 1st Party/Petitioner

Vs.

The Executive Engineer : 2nd Party/Respondent
Wellington Cantonment Board
Nilgiris

APPEARANCE :

For the 1st Party/Petitioner : Sri G. Gunaseelan,
Advocate

For the 2nd Party/Management : M/s King &
Partridge, Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-13012/3/99-IR (DU) dated 11-08-1999 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of M/s Wellington Cantonment Board, Nilgiris in terminating the services of Sri R. Natarajan is legal

and justified? If not, to what relief the workman is entitled?"

2. On retransfer of the Industrial Dispute from Tamil Nadu Industrial Tribunal (ID No. 170/99) this Tribunal numbered it as ID 172/2001 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement as the case may be.

3. First Party/Petitioner has been consistently absent thereafter and when the matter was finally posted for his appearance also he was absent. To answer the reference no evidence or any material has been produced by him. The reference having emerged at his instance the burden is on the petitioner to prove his claim or entitlement, which has not been discharged. Since a reference, once made has to be answered in accordance with evidence adduced, it is to be answered against the party at default in adducing the evidence. Therefore it is only to be held that termination of service of R. Natarajan, Petitioner is only legal and justified and it is so found.

4. The reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th March, 2012).

A. N. JANARDANAN, Presiding Officer

Witness Examined :

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked on the petitioner's side

Ex. No.	Date	Description
	N/A	

Ex. No.	Date	Description
	N/A	

नई दिल्ली, 22 मार्च, 2012

का.आ.1403.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रोप्राइटर, मैसर्स एम.एस.जी.सी. सक्वोरिटी सर्विसस, भुवनेश्वर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 42/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2012 को प्राप्त हुआ था।

[सं. एल-42012/22/2007-आईआर (डी यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2012

S.O.1403.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2007) of the

Central Government Industrial Tribunal-cum-Labour Court No. 1, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of the Proprietor, M/s. G. C. Security Services, Bhubaneswar and their workman, which was received by the Central Government on 22-3-2012.

[No. L-42012/22/2007-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present :

Shri J. Srivastava,
Presiding Officer, C.G.I.T., cum-Labour Court,
Bhubaneswar,

INDUSTRIAL DISPUTE CASE NO. 42/2007

Date of Passing Award-12th March, 2012

BETWEEN

The Proprietor,
M/s. G. C. Security Services,
Plot No. 463, Lewis Road, Opp, Andhra park,
Dist. Khurda, Bhubaneswar, Orissa-751 002.

... 1st Party-Management

AND

Their workman Shri Manmohan Singh,
14, Ex-Serviceman Colony, Near Phase-I,
At./P.O. Dumduma, Dist. Khurda,
Bhubaneswar (Orissa)-751 019 ... 2nd Party-Workman

APPEARANCES :

None ... For the 1st Party-
Management.

None ... For the 2nd Party-
Workman.

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the management of M/s. G.C. Security Services and their workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-42012/22/2007-IR (DU) dated 27-11-2007.

2. The dispute which was referred to is quoted below :—

“Whether the action of the management of M/s. G. C. Security Services, Contractor of National Highways Authorities of India, in terminating the services of their workman Shri Manmohan Singh, w.e.f. 12-4-2006, is legal and justified? If not to what relief the workman is entitled to?”

3. The 2nd Party-workman filed his statement of claim and stated that he is an ex-serviceman. He joined the establishment of Col. S. C. Mohanty, Security Agency as a Toll Collector in the month of June, 2005. The above agency has undertaken the contract job to provide security personnel in National Highway Authority for toll collection. The job contract came to an end on 25th October, 2005. On 26th October, 2005 a fresh contract was executed between the National Highway Authority and M/s. G. C. Security Services, Lewis Road, Bhubaneswar and the security personnel employed in Col. S. C. Mohanty, Security Agency were re-employed including the 2nd Party-workman in M/s. G. C. Security Services with effect from 20-10-2005 and the 2nd Party-workman was offered the post of Booth Operator, which was higher grade post than the post of Toll Collector with service continuity. Although the 2nd Party-workman was entitled for Rs. 7,119 as per D.G.R. scale rate, but the Management was paying Rs. 5,319 towards his monthly salary. On 31-3-2006 after completion of duties the Administrative Manager Mr. B. K. Mohanty of M/s. G. C. Security Services verbally told him that he had received instruction from the higher authorities not to allot duties to him from 2-4-2006 to 8-4-2006 and accordingly he was not allowed to perform the duties from 2-4-2006 to 8-4-2006. After that the 2nd party-workman personally approached the authorities for allotment of duties, but he was not entrusted with any duties. On 12-4-2006 he was told by the Chief Administrator that the Management has decided to terminate his services with effect from 12-4-2006. Finding no other alternative he made a representation to the Chief Administrator on 2-5-2006 to take him back in the job. Thereupon the Chief Operation Officer on behalf of M/s. G. C. Security Services informed him on 15-5-2006 that due to being discourteous to the customers and slack in performance of his duties as Booth Operator he has been stopped from duty and was offered the post of Toll Collector which was a lower post. The allegations made by the Management are baseless and mala fide. He was never issued any warning or charge-sheet. The Management has violated the principles of natural justice and also the provisions of Section 9-A of the Industrial Disputes Act. No notice was given to him for change of service condition. He had worked under the 1st Party-Management for more than 240 days continuously and therefore his termination is void-ab-initio for non-compliance of Section 25-F of the Industrial Disputes Act. The principle of "first come last go" as envisaged in Section 25-G of the Industrial Disputes Act has also not been adhered to. As such he is entitled to be reinstated in service with all consequential service benefits.

4. The 1st Party-Management in its written statement has admitted the fact that the 2nd Party-workman was inducted in the job of Toll Collector in the month of June, 2005. It was also admitted that after termination of old contract a fresh contract was executed on 26-10-2005 between the National Highway Authority and M/s. G. C.

Security Services and the present workman was employed as Booth Operator. The posts of Booth Operator and toll Collector are almost of the same rank. The 2nd Party-workman was getting his salary as per contract. His service was temporary and contractual in nature. A dispute regarding payment was never raised. The salary and other financial benefits of the posts of Booth Operator and Toll Collector are the same. The Management verbally warned the workman several times for slackness. The allotment of duty as Toll Collector is not a penal action. Hence issuance of charge-sheet and other proceedings were not required. The services of the 2nd Party-workman were never terminated, but he left his job on his own accord. The 1st Party-Management issued a letter to the 2nd Party-workman on 15-5-2006 to join duty, the 2nd Party-workman left his job. Hence he is not at all entitled to be reinstated with any consequential benefit.

5. Following issues were framed on the pleadings of the parties.

ISSUES

1. Whether the action of the Management of M/s. G. C. Security Services, Contractor of National Highways Authority of India in terminating the services of their workman Shri Manmohan Singh w.e.f. 12-4-2006 is legal and justified?

2. If not, what relief the workman is entitled to?

6. The 2nd Party-workman Shri Manmohan Singh has filed his affidavit in evidence with photostat copy of letter dated 15-5-2006 of the 1st party-Management.

7. The 1st Party-Management did not turn up after the 2nd party-workman filed his affidavit in evidence and cross examine the witness. Hence the case was set ex parte against the 1st Party-Management. Meanwhile the 2nd Party-workman died and despite order of the Court no steps for substitution were taken. Hence the case is being decided as it is in view of sub-section (8) of Section 10 of the Industrial Disputes Act, 1947.

FINDINGS

ISSUE NO. 1

8. The 2nd Party-workman has alleged that his services were terminated by the 1st Party-Management with effect from 12-4-2006, which fact has been denied by the 1st Party-Management. The 1st Party-Management in its letter dated 15-5-2006, which was admitted to have been received by the 2nd Party-workman on 25-5-2006 has stated that his services as Booth Operator were stopped due to being slack in performing duties and being discourteous to customers and was advised to report for duty by 25-5-2006 for the post of Toll Collector. On receiving this letter it appears that the 2nd Party-workman did not join the duty as Toll Collector, instead he raised industrial dispute assuming his service to have been terminated. But on considering all the facts and evidence of the 2nd Party-

workman it becomes clear that his services were not terminated by the 1st Party-Management, he was only reverted to the post of Toll Collector. According to 2nd Party-workman the post of Toll Collector is lower in grade to the post of Booth Operator, but the 1st Party-Management has stated that both the posts carry equal salary and other financial benefits. The burden to prove that the post of Booth Operator was higher than the post of Toll Collector lay on the 2nd Party-workman, but no evidence on this score has been led before the court by the 2nd Party-workman. Further it has been alleged by the 1st Party-Management that the 2nd Party-workman was getting his salary as per contract. What was the contract is not known to this court as no evidence in this behalf has been filed by either of the parties. But one who has to get the benefit has to prove its entitlement. Therefore the 2nd Party-workman has not been successful in proving that his services were terminated by the 1st Party-Management with effect from 12-4-2006. In this way the action of the management M/s. G. C. Security Services, Contractor of National Highways Authority of India in allegedly terminating the services of their workman Shri Manmohan Singh with effect from 12-4-2006 can be put in question as being illegal and unjustified. The issue is accordingly decided against the 2nd Party-workman.

ISSUE NO. 2

9. It has come in the uncontroverted evidence of the 2nd Party-workman that he was not allotted duties from 2-4-2006 and reverted to the post of Toll Collector from the post of Booth Operator without any notice as required under Section 9-A of the Industrial Disputes Act. Thus he is deemed to have been working in the post of Booth Operator till the letter dated 15-5-2006 was received by the 2nd Party-workman on 25-5-2006. It has been provided in Section 9-A of the Industrial Disputes Act that such a notice of change of service condition shall not be given effect within 21 days of giving such notice. Thus this notice dated 15-5-2006 shall be deemed to have been given effect to from 6-6-2006. Hence the 2nd Party-workman shall be entitled to get his unpaid wages and other financial benefits of the post of Booth Operator till 6-6-2006 from the 1st Party-Management. As the 2nd Party-workman has himself not joined his duties and now he is dead, no relief of reinstatement can be granted to him. The 1st Party-Management is directed to pay unpaid wages till 5-6-2006 to his legal heirs within two months from the date of publication of the award.

10. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 मार्च, 2012

का.आ. 1404.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी मैनेजर टेलीकॉम डिपार्टमेंट लखनऊ, टेलीकॉम डिस्ट्रिक्ट इंजीनियर, रायबरेली

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या आई डी नं. 160/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2012 को प्राप्त हुआ था।

[सं. एल-40012/88/2001-आईआर (डी.यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2012

S.O. 1404.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. I.D. No.160/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial dispute between the employers in relation to The Manager Telecom Department, Lucknow, The Telecom Distt. Engineer, Raebareli and their workman, which was received by the Central Government on 22-3-2012.

[No. L-40012/88/2001-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT:

Dr. MANJUNIGAM, Presiding Officer.

I.D. No. 160/2001

Ref. No. L-40012/88/2001-IR (DU) dated 11-09-2001

BETWEEN

Shri Phoolraj S/o Shri Ramdhani R/o Puremia (Majara)
Anurudhpur PO Majorganj Samda/Bhadokhar, Raebareli

AND

1. The General Manager,
Telecom Deptt.
O/o. General Manager,
Gandhi Bhawan,
Lucknow (U.P.)-226 001.
2. The Telecom District Engineer,
O/o. the Telecom District Manager,
Raebareli (Distt.)-229 001.

AWARD

1. By Order No. L-40012/88/2001-IR (DU) dated: 11-09-2001 and subsequent corrigendum dated 27-12-2001 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Phoolraj S/o Shri Ramdhani, R/o Puremia (Majara) Anurudhpur, PO Majorganj Samda/Bhadokhar, Raebareli and the General Manager, Telecom Deptt., O/o General Manager, Gandhi Bhawan, Lucknow (U.P.) and the Telecom District Engineer, O/o. the Telecom District Manager, Raebareli (Distt.) for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF TELECOM, LUCKNOW IN TERMINATING THE SERVICES OF SH. PHOOL RAJ VIDE ORDER DATED 14/9/99 WAS LEGAL AND JUSTIFIED? IF NOT, WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. The case of the workman, Phool Raj, in brief, is that he was employed under Divisional Engineer, Telecom, Raibareli on the post of security guard on 16-10-96 without any appointment letter and worked as such till 14-09-1999 when his services has been terminated without any notice or retrenchment compensation in violation to the provisions contained in Section 25 F of the Industrial Disputes Act, 1947 in spite of the fact he worked for more than 240 days, including weekly and national holidays, in the calendar year preceding his termination. It is submitted by the workman that during his service period he put his attendance on the attendance register and was paid on Muster Roll Sheet and also that he was never given any proof regarding salary. It has been alleged by the workman that the management retained workmen junior to him and also employed some other new persons in violation to the provisions contained in Section 25 G & H of the Act. Accordingly, the workman has prayed that his termination order be set aside and he be reinstated with consequential benefits including back wages.

4. The opposite party has filed its written statement, denying the claim of the workman; wherein it has been submitted that the workman was never engaged by it, as such, there arises no question of termination or violation of any of the provisions of I.D. Act. Moreover, it has submitted that the workman was the employee of M/s. Security and Protection Services, Varanasi. It has been submitted by the management that the workman never received any payment towards salary from the department directly; rather the management, as per terms of the contract, had always paid for the watch and ward services rendered by M/s. Security and Protection Services, Varanasi and in no point of time any payment was made to the workman by the management in lieu of his any services. The management has specifically submitted that the workman was admittedly deployed by the M/s. Security and Protection Services, Varanasi as one of its several watchman, which did not create any lien in favour of the workman against the management, furthermore, the contract in between the management and M/s. Security and Protection Services, Varanasi came to an end on 05-03-99. Accordingly, the management has prayed that the claim of the workman be rejected without any relief to him.

5. The workman has filed its rejoinder; wherein he has not brought any new fact apart from reiterating the averments already made by him in his statement of claim.

6. The parties filed photocopies of certain documents in support of their respective claim. The

workman has examined himself in support of his averments made in the statement of claim; whereas the management examined Shri N.K. Verma, Divisional Engineer in support of their case. The parties cross-examined the witnesses of each other. After conclusion of parties' evidence, opportunity for argument was provided to the parties; but the parties representatives refrained to avail the same, accordingly, the case was reserved for award.

7. The workman Phool Raj has examined himself as witness in support of his claim and has stated that he had worked as Security Guard from 16-10-96 to 14-9-99 and his attendance on the attendance register by the clerks viz. Shikha Banerji and Rekha Chaurasia. He further stated that he was given salary from telecom department @ 50 per day. He also stated that contract of S.N. Security, Banaras existed after he worked telecom department and that he had nothing to do with said contract. He also stated that he was riot given work under S.N. Security. It was further stated that while terminating he was neither given any written letter nor notice nor notice pay in lieu thereof nor any retrenchment compensation. In cross examination it was stated that his name was neither sponsored by the Employment Exchange nor he went through any interview. The workman has filed photo copy of following documents in support of his claim vide list of documents dated 17-07-03 on the date when he was examined.

- (i) Certificate dated 26.2.98, which finds reference of workman at serial No.7.
- (ii) Attendance Register w.e.f. 01.08.99 to 31.08.99.
- (iii) Attendance Register w.e.f. 01.07.99 to 31.07.99.
- (iv) Attendance Register w.e.f. 01.06.99 to 30.06.99.
- (v) Attendance Register w.e.f. 01.05.99 to 31.05.99.
- (vi) Attendance Register w.e.f. 01.04.99 to 30.04.99.
- (vii) Attendance Register w.e.f. 07.02.99 to 28.02.99.
- (viii) Attendance Register w.e.f. 01.09.99 to 14.09.99.
- (ix) Attendance Register w.e.f. 01.11.98 to 02.12.98.
- (x) Attendance Register w.e.f. 01.09.98 to 31.10.98.
- (xi) Attendance Register w.e.f. 01.05.98 to 30.06.98.
- (xii) Attendance Register w.e.f. 01.03.98 to 30.04.98.
- (xiii) Attendance Register w.e.f. 01.01.98 to 28.02.98.
- (xiv) Attendance Register w.e.f. 01.11.97 to 31.12.97.
- (xv) Attendance Register w.e.f. 01.09.97 to 31.10.97.
- (xvi) Attendance Register w.e.f. 01.07.97 to 01.08.97.
- (xvii) Attendance Register w.e.f. 01.05.97 to 30.06.97.
- (xviii) Attendance Register w.e.f. 01.03.97 to 30.04.97.
- (xix) Attendance Register w.e.f. 01.02.97 to 28.02.97.
- (xx) Attendance Register w.e.f. 01.12.96 to 31.12.96.
- (xxi) Attendance Register w.e.f. 16-10-96 to 30-11-96.
- (xxii) Representation dated 05-02-99 of the workman.

(xxiii) Forwarding of representation dated 5-2-99 to the telecom department.

8. In rebuttal the management has examined Shri N.K. Verma, Divisional Engineer, who stated that the workman was neither engaged on any post by the department nor he has been terminated. He further stated that M/s Security and Protection, S-II, 42-A, Gyatri Nagar Colony, Tanakpur, Varanasi was given contract to supply security guard. It was further stated that payments were made to the workman by the firm which engaged him. He also stated that the attendance of the security guards, supplied by firm, are taken by 'Unit In Charge' and on that basis the payment is made to the firm. He further denied that the workman was ever engaged by any officer or the department on the post of Security Guard or his services have been terminated. In cross examination he has stated that he did not file original attendance register and the said register, after payment of bill, is sent to the Account Office. He also stated that he could not tell the working days of the workman. He further verified signatures of the departmental authorities on paper No. 15/5 to 15/11, 15/13 to 15/18, which are photocopy of attendance register, filed by the workman. He also stated to not have filed any license of the firm, executing contract. After opposite party's evidence, the management filed photocopy of following documents vide list of documents dated 23-11-2005:

- (i) Tender along with rule and regulation.
- (ii) Application submitted by M/s Security & Protection Services through Director & agreement.
- (iii) Photocopy of the payment receipt to the contractor regarding their services.

9. When management filed above referred documents at the belated stage the parties were given opportunity to lead evidence, in light of documents filed, the workman was given time to file documents in rebuttal vide order dated 13-01-2006. The workman neither filed any documentary nor any oral evidence in rebuttal

10. The case is fixed for arguments since 29-1-2009; but the parties did not turn up for argument and were getting the case adjourned on one or the other pretext. Since the reference is very old, pending for arguments since 2009, as no party is turning, I think it proper to dispose of the present reference in the interest of justice; and accordingly the case was reserved for award.

11. In the light of the aforesaid rival statements of both the sides I have scanned the documents produced by the workman. The workman has filed photocopy of certificate dated 26-2-98, paper No. 15/4 and has filed photocopy of attendance register for the month of October, 96 to August, 99 many of which are not on any proper format. A bare perusal of it shows that apart from few, they were hand made and most them are illegible and many of them are not Countersigned by any authority.

12. The management witness Shri N.K. Verma in his cross-examination has very specifically stated that 'the attendance was taken by his department'; and when he was confronted with the attendance register filed by the workman to prove their genuineness, he verified the countersignatures of the departmental authorities on few of them i.e. on paper No. 15/5 to 15/11, 15/13 to 15/18. the working details of the workman, in the months for which the management witness verified the attendance, is as under:

Paper No.	Month	No. of days
15/5	August, 99	31
15/6	July, 99	31
15/7	June, 99	30
15/8	May, 99	31
15/9	April, 99	30
15/10	Not legible	
15/11	September, 99	14
15/13	September, 98	30
	August, 98	31
15/14	May, 98	31
	June, 98	30
15/15	March, 98	31
	April, 98	30
15/16	January, 98	31
	February, 98	28
15/17	November, 97	30
	December, 97	31
15/18	September, 97	30
	October, 97	31

13. Per contra, the management has filed photo copy of tender along with rule and regulation and application submitted by M/s Security & Protection Services in response thereof. It has also filed photocopy of payment receipt to the contractor regarding their services.

A bare perusal of contract dated 29-4-99 signed by Divisional Engineer, Telecom, Varanasi and Director, M/s Security & Protection Services, Varanasi, paper No. C-49 to C-51 shows that the security guards were required to be paid through the contractor as such, they were not deemed to be employee of any of the either State or Central Government. Also, the payment requisition placed by the contractor before the management for payment finds reference of the workman, Phool Raj in paper No. C-67/2, paper No. C-68/3, at serial No. 20 in paper No. C-69, at serial No. 20 in paper No. C-70, at serial No. 18 in paper No. C-71, in paper No. 72/2 and in paper No. C- 73, which shows that the workman was being paid by the contractor itself.

14. Moreover, from the perusal of aforesaid documents, filed by the workman, it is not evident that the workman had actually worked from 16-10-1996 to 14-09-99 and he was paid or was ever engaged by the management of Telecom. Even for the argument's sake if it is taken that the workman worked with the management of Telecom and his services have been terminated in violation of the provisions contained in Section 25 F of the I.D. Act, then in order to attract the provisions of I.D. Act the burden lies on the workman to show that he had actually worked for 240 days in the preceding 12 months from the date of his disengagement i.e. 14-9-99. Accordingly, it was incumbent upon the workman to show that he actually worked for 240 or more days during the period 13-9-99 to 14-9-99 and from the documents available on record it comes out that for the said duration the details of working in respect of the workman is as under:

Paper No.	Month	No. of days
15/5	August, 99	31
15/6	July, 99	31
15/7	June, 99	30
15/8	May, 99	31
15/9	April, 99	30
15/11	September, 99	14
15/13	September, 98	18
	Total	185 days

There is no other document to prove this fact that the workman had actually worked as casual labour for more than 240 days in the preceding 12 months from the date of his disengagement.

15. Admittedly no appointment letter was issued and no post was ever advertised for the appointment. There is no evidence of the workman that the Divisional Engineer was competent to engage daily wager. He has not produced any voucher or any other documentary evidence to prove this fact that Rs. 50 per day was paid to him as salary by the management of telecom directly for the period mentioned in his statement.

16. It is well settled that if a party challenges the legality of order the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove the termination order was illegal. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that he had in fact worked up to 240

days in the year preceding his alleged termination. In (2002) 3 SCC 25 Range Forest Officer vs. S. T. Hadimani Hon'ble Apex Court has observed as under:

"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that can not be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside."

17. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer as follow:

"It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management."

18. In the present case the workman has stated that he has worked continuously for 240 days, but has not produced sufficient documents in support of his oral evidence. The photocopies of the attendance register filed by him do not serve the purpose; however the management witness verified few of them. And on scrutinizing the attendance register for the period 13-9-98 to 14-9-99, it comes out that the workman has worked for 185 days only during said period.

On the other hand the management has well proved its case by filing copy of contract with the M/s Security and Protection Services which reveals that the security guards were required to be paid through the contractor and they were not deemed to be employee of any of the either State or Central Government. Also, the payment requisition placed by the contractor before the management for payment finds reference of workman.

19. Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work for 240 days in a year was on the workman but he has failed to discharge the above burden. There is no reliable material for recording findings that the workman had worked for 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management.

20. Accordingly, the reference is adjudicated against the workman Phool Raj and he is not entitled to any relief.

21. Award as above.

LUCKNOW. Dr. MANJU NIGAM, Presiding Officer
28-2-2012.

नई दिल्ली, 22 मार्च, 2012

का.आ. 1405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ इन्जीनियर सर्विस, एम.ई.एस. ब्रिजगंज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पोर्टब्लेयर के पंचाट (संदर्भ संख्या आई टी/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2012 को प्राप्त हुआ था।

[सं. एल-42025/03/2012-आई आर (डी.यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2012

S.O. 1405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.T./1/2009) of the Central Government Industrial Tribunal Port Blair as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chief Engineer Services, M.E.S. Brijgunj and their workman, which was received by the Central Government on 22-3-2012.

[No. L-42025/03/2012-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE COURT OF THE PRESIDING OFFICER
INDUSTRIAL TRIBUNAL ANDAMAN AND
NICOBAR ISLANDS, PORT BLAIR.

I.T.No: 1/2009

**PRESENT : SHRI SIDDHARTHA CHATTOPADHYAY
JUDGE, INDUSTRIAL TRIBUNAL
ANDAMAN & NICOBAR ISLANDS PORT
BLAIR.**

The President A & N Forest,
Shramik Karamchari Union,
Bambooflat, South Andaman,
Port Blair.

Versus-

The Chief Engineer Services,
A & N Zone, Military Engineering Services,
Brijgunj.

Delivery date of judgement: 2-9-2011

JUDGEMENT

The present schedule reference was made to this tribunal by Central Government in exercise of the power conferred u/s (1) clause (d) read with sub-section 2A of Section 10 of the Industrial Disputes Act to adjudicate:

(1) Whether the demand of A & N Forest Shramik Karamchari Union for regularization of services of Shri Amal Ekka, Shri Amar Bahadur, Shri M. Vellaiah and Shri T. Narayana by the management of Chief Engineer A & N Zone, MES is legal and justified?

(2) If yes, What relief the workmen are entitled to?

Prior to entering into the merit of the reference, it is necessary to recapitulate facts of the case.

After getting the notice, both parties appeared with their written statement. 1st party workmen ventilated their grievances stating inter alia that they have been working as departmental recruited labour under the Chief Engineer, MES Military Engineering service for a considerable years. In spite of that, their services have not been regularized by the 2nd party. They have requested 2nd party times without number but to no good. Thereafter A & N Forest Shramik Karamchari Union took up their cause with conciliation officer. But the said, conciliation proceeding having been failed, this dispute has been referred to this end.

2nd party filed written objection. According to them, the ruling cited by the petitioners has no application in this case. A daily rated mazdoor cannot claim regularization of service as of right.

DECISION WITH REASONS

1st party workmen filed affidavit in chief individually. Their affidavits are in harmony with each other. But they did not adduce any documents in support of their case.

Heard both sides. There is nothing on record that the 2nd party has regularized the services of anyone who were

appointed as DRM s. There is no circular issued by the competent authority that they are entitled to be absorbed in regular cadre. On the contrary, 2nd party categorically stated that these workmen were employed for 17 days in a month and naturally question of regularization does not arise.

It is perhaps needless to say that the daily rated mazdoor or casual labour does not have any right to be regularized as a matter of course.

Hence, it is,

AWARDED

That the demand of Andaman and Nicobar Forest Shramik Karamchari Union for regularization of services of Shri Amal Ekka, Shri Amar Bahadur, Shri M. Vellaiah and Shri T. Narayana by the management of Chief Engineer A & N Zone, MES is not legal and justified.

Let a copy of this judgment be sent to Government of India, Ministry of Labour for publication in official gazette and necessary action.

SIDDHARTHA CHATTOPADHYAY, Presiding Officer

नई दिल्ली, 22 मार्च, 2012

का.आ. 1406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमिशनर, एम.सी.डी., टाउन हाल, चाँदनी चौक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या आई डी नं.-84/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2012 को प्राप्त हुआ था।

[सं. एल-42011/47/2010-आई आर (डी.यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2012

S.O. 1406.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. I.D. No. 84/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the Commissioner, MCD, Town Hall, Chandni Chowk and their workman, which was received by the Central Government on 22-3-2012.

[No. L-42011/47/2010-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL No.1,
DELHI

I.D.No.84/2011

Shri Komal Singh

Through Sh. Rajinder Sanotiya,
General Secretary,

All India Safai Mazdoor Congress,
J-12, West Moti Bagh, Sarai Rohilla,
New Delhi-110035.P.O.

.... Workman

Versus

The Commissioner,
MCD, Town Hall,
Chandni Chowk,
Delhi-110006.

...Management

AWARD

Komal Singh served as Assistant Sanitary Inspector with Municipal Corporation of Delhi (hereinafter referred to as the Corporation). He was reeling under a belief that his seniority has not been given to him by the Corporation with mala fide intentions. He raised a dispute before the Conciliation Officer, alleging therein that he has been denied seniority by his employer with oblique motive. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-42011/47/2010-IR(DU) New Delhi, dated 11-3-2011 with following terms:—

“Whether action of the management of the Municipal Corporation of Delhi in not regularizing the service of Shri Komal Singh, Assistant Sanitary Inspector with effect from 20-3-1986 with all consequential benefits/promotion etc. is legal and justified? What relief the workman is entitled to?”

2. In the reference order the appropriate Government commanded the claimant to file his claim statement before this Tribunal within a period of 15 days of the receipt of the order. Despite the command, so made, the claimant opted not to file the claim statement.

3. Notice was sent to the claimant by registered post on 12-5-2011 calling upon him to file the claim statement before the Tribunal on 31-5-2011. Despite the notice, so sent the claimant opted not to file his claim statement. Another notice was sent by registered post on 1-6-2011 directing him to file the claim statement on 13-6-2011. He was again commanded by a notice sent on 14-6-2011 to file his claim statement on 28-6-2011. Yet another notice was sent to him on 2-8-2011 impressing upon him to file his claim statement on 19-8-2011. Despite service of the said notices, no claim statement was not filed on behalf of the claimant.

4. Municipal Corporation of Delhi was commanded to file its response to the reference order. In its response filed, the management pleaded that seniority of Shri Komal Singh son of Shri Murari Singh was fixed at S.No. 491-A

below Shri Jai Prakash Yadav son of Shri Deep Chand Yadav and above Shri Budh Parkash with effect from 1-4-1990, vide order No.424-DA/1/AC/DEMS (Hqs.)/2008 dated 2-5-2008. After fixing of his seniority, Shri Komal Singh son of Shri Murari Singh seems to have been satisfied. In view of that fact he has not come forward to get his grievances adjudicated, claims the Corporation.

5. In view of the fact that Shri Komal Singh opted not to come forward with his grievances and his seniority has been fixed at S.No. 491-A with effect from 1-4-1990, it is evident that no dispute subsists between Shri Komal Singh and the Corporation. Since the dispute has been settled, hence "no dispute" award is passed. It be sent to the appropriate Government for publication.

Dated: 24-2-2012

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 22 मार्च, 2012

का.आ. 1407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ जनरल मैनेजर बी.एस. एन.एल. देहरादून एण्ड अर्दस के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 42/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2012 को प्राप्त हुआ था।

[सं. एल-40011/16/2010-आई आर (डॉ.यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2012

S.O. 1407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 1 New Delhi as shown in the Annexure, in the Industrial dispute between the Chief General Manager, BSNL, Dehradun and others and their workman, which was received by the Central Government on 22-3-2012.

[No. L-40011/16/2010-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL No. 1,
KARKARDOOMA COURTS COMPLEX DELHI**

I.D.No.42/2010

Shri Raj Kishore S/o Sh. Munshi Lal,
Gramsabha Mahtosh Sanjay Nagar Colony,
PO Prem Nagar Gadarpur,
Udhamsingh Nagar,
Uttarakhand.

...Workman

Versus

1. The Chief General Manager,
Bharat Sanchar Nigam Limited,
Uttarakhand Circle,
Dehradun.
2. The Telecom District Manager,
Bharat Sanchar Nigam Limited,
Haldwari.

...Management

AWARD

A ban was imposed on recruitment of casual labour in Department of Tele-communications, Government of India, New Delhi, vide letter No.269-4/93-STN/II dated 22-6-1988. Consequently Department of Tele-communications sought services of a contractor to obtain manpower in casual jobs. A few employees, so employed through a contractor, filed writ petition No. 1625/SS/2004 before High Court of Uttaranchal, wherein an interim order was passed in favour of the petitioners therein. Precedent handed down by the Apex Court in Uma Devi [2006 (4) SCC 1] persuaded the High Court to dispose of that writ petition with permission to the petitioners to withdraw it with liberty to make representation before the appropriate authority. Accordingly, the writ petition was disposed off on 23-4-2006 and in pursuance of that order a representation was made by Shri Raj Kishore to the authorities of Bharat Sanchar Nigam Ltd., successor in interest of Department Tele-Communications, which representation came to be dismissed. Feeling aggrieved, Raj Kishore raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-40011/16/2010-IR(DU), New Delhi, dated 3rd September, 2010, with the following terms:

"Whether the demand of the workman Shri Raj Kishore son of Shri Murari Lal casual labour for re-instatement and regularization of his service with effect from 28-2-2006 in Bharat Sanchar Nigam Ltd., who worked with them since last 20 years is valid and justified? If not, what relief the workman is entitled to?"

2. Claim statement was filed by Shri Raj Kishore pleading therein that he was engaged as a casual labour in the year 1986 by Sub Divisional Officer, Kashipur, Department of Tele Communication, Rudrapur, Nainital. He was a muster roll employee. S.D.O. Kashipur, issued a certificate detailing that he worked for 347 days from 1-5-1981 to 30-4-1982. He continuously worked with Department of Tele-Communication and two other certificates were issued in his favour by Sub-Divisional Engineer, Rudrapur, wherein it has been mentioned that he worked for 320 days in 1994 and for 244 days from 1-1-1966 to 1-8-1996. According to him, he was entitled for grant of temporary

status under a scheme framed in that regard. He was not given such benefit. Another scheme was made to regularize employees, who had continuously worked with the Department of Tele-Communication for ten years. No benefit was accorded to him under that scheme too.

3. In the year 2000 assets and liabilities of Department of Tele Communication were transferred to Bharat Sanchar Nigam Ltd., (hereinafter referred to as the Nigam). When the Nigam had not accorded him benefits of the aforesaid two schemes, he filed a writ petition before the High Court of Uttranchal wherein an interim order was passed in his favour. However, the said writ petition came to be disposed off vide order dated 23-11-2006, in the light of the pronouncement of the Apex Court in Uma Devi (supra). He was permitted to make a representation to the Nigam. He made a representation dated 22-12-2006 which was rejected on 25-3-2008. He projects that during this period he was placed by the Nigam under a contractor w.e.f. 28-2-2006. Since his dues were not accorded, he approached the Conciliation Officer. On failure of conciliation proceeding, reference was made. He claims that he may be re-instated in the service of the Nigam and regularized as a 'mazdoor'.

4. The Nigam demurred the claim pleading that the claimant was never engaged as casual/regular employee or on muster roll by Sub Divisional Officer. The certificates annexed by the claimant are forged and fabricated. Since the claimant was never engaged by the Nigam, the schemes, referred by him in his claim statement, are not applicable to him. The factum of filing the writ petition before the High Court of Uttranchal and interim order made therein, are not disputed. However, the Nigam claims that since the writ petition was dismissed as withdrawn, the interim order ceased to have its operation. The claimant never worked with the Nigam. He was an employee of the contractor. No case is there to pass an award in favour of the claimant, pleads the Nigam.

5. On the pleadings of the parties, the following issues were settled:-

1. Whether there was no relationship of employer and employee between the parties?
2. As in terms of reference?
3. Relief

6. To discharge onus resting on him, the claimant has examined himself. The Nigam has examined Shri D.K. Lohani and Shri Ganesh Singh in support of its defense. No other witness was examined by either of the parties.

7. Arguments were heard at the bar. Ms. Rani Chhabra, authorised representative, advanced arguments on behalf of the claimant. Mohd. Abrar, authorized representative, made his submissions on behalf of the Nigam. He had filed written submissions too, I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on the issues involved in the controversy are as under :—

ISSUE NO.1:

8. In his affidavit Ex.WW1/A, tendered as evidence, the claimant swears that he was engaged as casual labour on 1-11-1986 under Sub-Divisional Officer, Kashipur, Department of Tele Communication, Rudrapur, Nainital. He was a muster roll employee and worked continuously in the aforesaid department. Certificates of experience were issued in his favour by the authorities. He continuously worked with the Department of Tele-Communication, but benefits of the schemes for grant of temporary status and regularizations were not granted to him. Photo copies of the documents which are Ex.WW1/13 to WW1/15, besides photographs Ex.WW1/1 to Ex.WW1/12 are relied by him. During the course of his cross-examination, he presents that an appointment letter was issued by the S.D.O. which has been lost. He asserts that he had not worked under any contractor. He further projects that he had not made any complaint, when temporary status was not granted to him.

9. Shri D.K.Lohani swears in his affidavit Ex.MW1/A, tendered as evidence, that the claimant was never engaged as casual/regular employee or on muster roll by the Sub Divisional Officer of the Nigam. Certificates annexed by him are forged and fabricated. During the course of cross-examination, he concedes that Department of Tele-Communication used to engage casual employees. He admits that in 1986 Shri Madan Chandra was working as SDO (Telegraphs), Kashipur. He announced that muster rolls from May 1986 till April, 1987 were from serial No.30418 to 30617. Muster roll Nos.23/3075 and 9/3046 mentioned in Ex.W1/13 are fake.

10. Shri Ganesh Singh reiterates those very facts in his affidavit Ex.MW2/A, which were sworn by Shri Lohani in his affidavit. He disputes that the claimant ever worked under him, when he was working as SDO, Rudrapur. No casual labour was employed by the Nigam from 1997 till May, 2001, when he was posted as SDO, Rudrapur.

11. Whether relationship of employer and employee existed between the parties? For an answer to this proposition, it is to be appreciated as to how a contract of service is entered into. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company, which employed no staff. While the employee, at the time, when his services were engaged, need not have known the

identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

12. To discharge the onus, resting on him, the claimant had deposed that he was engaged as a casual labour on 1-11-1986 under Sub Divisional Officer, Kashipur, Department of Tele Communication, Rudrapur, Nanital. He makes a bold claim that he was engaged by the S.D.O. and an appointment letter was issued in his favour. However, in the subsequent breath he projects that he had lost the said appointment letter. In a bid to substantiate his assertion relating to his employment, he placed reliance on documents Ex.WW1/13 to Ex.WW1/15. As projected by the claimant, these certificates were issued in his favour by S.D.O. (Telegraphs) and Sub Divisional Engineer (Telegraphs) respectively. Ex.WW1/13, Ex.WW1/14 and Ex.WW1/15 are photocopies. Originals of these documents were not produced by the claimant before this Tribunal. The Nigam disputes authenticity of documents referred above. Where a party wishes to prove contents, of a document, the "best" or "primary" evidence is production of document itself. In words of Justice Mahajan, "the adjudication of a dispute has to be in accordance with the evidence legally adduced". See *Bharat Bank Ltd.*, [1950 (1) LU 921]. A party to an industrial dispute has to prove by satisfactory evidence the particular claim he wishes to make. Reference may be made to the precedent in *Trichonopoly Mills*, [1960 (II) LJ 46]. But in *Sindhu Re-settlement Nigam Ltd.*, [1968(1) LJ 834] on the facts of the case, speaking for the Supreme Court, Justice Bhargava observed that if no objection is taken to the admissibility or about the genuineness of a document which has been filed but has not been proved by oral evidence, such document in certain circumstances may be relied upon by the Tribunal, because in proceedings before Industrial Tribunal strict proof of document in accordance with the provisions of Evidence Act is not required.

13. However, above proposition seems to be confined to the facts of that case alone and cannot be said to be of uniform or universal application in industrial adjudication. In *Bareilly Electricity Supply Co. Ltd.*, [1971(II) LJ 407] the Apex Court emphasized the need of proof of a document by legal evidence. Justice Jaganmohan Reddy observed thus :

"Even if technicalities of the Evidence Act are not strictly applicable in so far as section 11 of the Industrial Disputes Act, 1947 and the Rules prescribed thereunder permit it, it is inconceivable that the Tribunal can act on what is not evidence such as hearsay, nor can it justify the Tribunal in passing its award on copies of documents when the originals which are in existence are not produced and proved by one of the method either by affidavit or by witnesses who had executed them if they are alive and can be produced. Again if a party wants an inspection, it is incumbent on the Tribunal to give inspection, in so far as that is relevant to the enquiry. The applicability of these principles is well recognized and admits of no doubt".

14. Law referred above casts a duty on the claimant to reduce originals of Ex.WW1/13 to Ex.WW1/15. The claimant opted not to produce originals of the aforesaid certificates. These certificates, as per claim made by him, were issued in his favour by S.D.O. (Telegraphs) and Sub Divisional Engineer (Telegraphs). When originals were in his possession, the claimant cannot obviate his duty of production of those originals. The Nigam has projected a claim that the aforesaid two documents are fake and fabricated. When closely scrutinized Ex. WW1/15 purports to project that the claimant worked from 1-1-1996 till 1-8-1996 continuously. It has not been detailed in the document that he worked up to 31-8-1996. Period of 244 days would not reckon from 1-1-96 to 1-8-96. Document details that the claimant worked for 244 days continuously without any weekly rest. It is emerging over the record that this document announces that the claimant worked even on national holidays, not to talk of local and other festivals. Therefore, this document nowhere satisfies standards of genuineness.

15. When scrutinized Ex.WW1/14 also does not stand on the standards of authenticity. This document does not detail spell of period for which the claimant worked in particular month. However it projects that in January 1994 the claimant worked for 12 days, in February he worked for 18 days, in March, he has been shown to have worked for 29 days and in December, 1994 he worked for 19 days only. It is not pointed out as to on which dates of the aforesaid months the claimant worked. Except for these months, it has been projected that the claimant worked on all days of the months. It is not pointed out as to when he took leave or weekly off. All these facts pushes this document within the arena of doubt.

16. Ex.WW 1/13 discloses that from 1-5-1986 till 30-4-1987 the claimant had worked with the Nigam for 347 days. Muster roll numbers have been mentioned in this document. Assailing genuineness of this document, Shri Lohani declared that from May, 1986 till April, 1987 serial numbers of the muster rolls were 30418 to 30617. He boldly asserts that muster roll No. 23/3075 and 9/3046, as detailed in the document referred above, are fake. The claimant could not dispel facts, unfolded by Shri Lohni in that regard. Thus it is emerging over the record that Ex.WW1/13 does not stand on parameters of authenticity and genuineness.

17. At the cost of repetition, it is said that the claimant had withheld originals of the aforesaid documents. It is well settled that where a party fails to produce a document, required to be produced, it is open to the Tribunal to draw an adverse inference against the party failing to produce the document. Adverse inference can only be drawn where the document in possession of a party is not produced before the Tribunal. Secondly, evidence in the form of a copy or ocular evidence as to the contents of a document is only admissible where there is some good reason for failure to produce the original. If secondary evidence is of a copy, it

would not be admissible in the court of law. The Tribunal must reject it.

18. Strict rules of evidence are not applicable before this Tribunal. Applying analogy of the provisions of Section 63 of the Evidence Act, it can be said that secondary evidence means and includes:— (i) certified copies, (ii) copies made from the original by mechanical process and copies compared with such copies, (iii) copies made from and compared with the original, (iv) counter parts of document as against the parties who did not execute them, and (v) oral accounts of the contents of a document by a person who has seen it.

19. When perused Ex.WW1/13 to Ex.WW1/15 are photo copies of the copies. Photo copy of a copy can only be termed as secondary evidence if it is made from the original by mechanical process and compared with such copies. Though attestation appears to have been made by Block Development Officer, Gadapur, Udham Singh Nagar, but those attested copies have not been placed before the Tribunal. Thus it is evident that Ex. WW 1/13 to Ex. WW1/15 nowhere satisfy the standard of being termed as secondary evidence. Hence these documents cannot be admitted in evidence.

20. As held above, the claimant opted not to produce originals of the aforesaid documents, despite the fact that he claims that such documents were issued in his favour by SDO (Telegraphs) and Sub-Divisional Engineer (Telegraphs). No case has been projected as to why originals are withheld. Under these circumstances I am constrained to draw an adverse inference to the effect that in case originals of Ex. WW1/13 to Ex. WW1/15 would have been produced, it would have emerged that those documents were not issued by the authorities, purporting to have issued the aforesaid documents. Under these circumstances these documents are, hereby, brushed aside from the consideration of the case of the claimant.

21. Photographs Ex. WW1/1 to Ex. WW1/12 are pressed in service by the claimant to establish that he was engaged by the Nigam. These photographs simply project that the claimant had been working on lines, maintained by the Nigam. The case of the Nigam is that the claimant was an employee of a contractor and in that capacity the claimant can intermeddle with its lines. In the light of these facts, it is concluded that these photographs at the best would show that the claimant dealt with the lines of the Nigam. What was his authority to deal with those lines, these photographs nowhere project. It is not disputed that an employee of the contractor can intermeddle with the lines. It is the case of the claimant, in his claim statement, that since 28-2-2006 he was placed under a contractor. No evidence is there on the record whether these photographs relate to the period prior to 28-2-2006. Therefore, it has nowhere come over the record that these photographs would lead this Tribunal to conclude that the claimant was an employee of the Nigam.

22. Now ocular testimony of the claimant is left for consideration. He unfolds that he was engaged as a casual

labourer on 1-11-1986 under the Sub-Divisional Officer, Kashipur, Department of Tele-Communication, Rudrapur, Nanital. His above testimony is pregnant since two meanings emerge out of it. His engagement under Sub-Divisional Officer, Kashipur, nowhere indicate that he was engaged by the Nigam. Engagement by a contractor to perform assigned job in the said sub division is not ruled out by the aforesaid testimony. It is not disputed that a ban was imposed on recruitment of casual labour since 22-6-1988. Claimant has not been able to show that he was working with the Nigam since November 1986. Under these circumstances one cannot infer veracity out of facts unfolded by the claimant. He would have sought inspection of documents or production of record, relating to the muster rolls for the period for which he claims to be an employee of the Nigam. No such evidence was sought to be brought over the record. The officers, who allegedly issued certificates in his favour, would have been brought in the witness box to substantiate the facts that he was an employee of the Nigam. Under these circumstances self serving words deposed by the claimant in his affidavit Ex. WW1/A cannot espouse his cause. On the other hand Shri Lohani and Shri Ganesh Singh dispel facts to the effect that the claimant was ever engaged by the Nigam. The claimant had not produced any evidence to show that at any point of time wages were paid to him by the Nigam. In view of these facts, I am constrained to conclude that the claimant has miserably failed to establish relationship of employee and employer between the parties. The issue is, therefore, answered in favour of the Nigam and against the claimant.

ISSUE NO. 2

23. Since the claimant could not establish relationship of employer and employee between the parties, it cannot be said that he worked with the Nigam for last 20 years. One time step for regularization of the employees, who were irregularly appointed and worked for more than 10 years, as commanded by the Apex Court in Uma Devi (supra) is not applicable to the case of the claimant. In the light of these fact situation, the Nigam cannot be burdened with any liability relating to reinstatement or regularization of services of the claimant. His demand for reinstatement and regularization in the service of the Nigam w.e.f. 28-2-2006 is neither valid nor justified. The issue is, therefore, answered in favour of the Nigam and against the claimant.

RELIEF:

24. Since the claimant was not an employee of the Nigam no case either of reinstatement of his services or regularization is made out. Demand of the claimant for such relief is neither valid nor justified. No relief accrues to the claimant. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

Dated : 28-2-2012

[illegible]

the charges made against the workman are perverse. The charges were made by the management failed to prove their charges. The management ignored the contradictions and wrongly held the workman guilty of the alleged misconduct. Disciplinary authority imposed the proper and imposed punishment of reduction of pay to the lower stage for two years. Workman filed appeal and was not allowed to proceed down. Therefore union has filed the appeal before A.C.C. As conciliation failed, as per rule 10 of the A.C.C. the Managing sent the reference to the District Judge. The District Judge says that the inquiry and the order of the District Judge is proper and legal and the order of reduction of pay to the lower stages for two years be set aside.

The management resisted the statement of the workman. According to them, the workman was engaged in trading and business activities during his service and without permission of the Bank of India. The workman is engaged in the interest of the Bank of India and propagating for the mutual fund of Bank of India, against the interest of Bank of India.

The workman is engaged with against the interest of Bank of India as charge-sheet vide chargesheet dtd. 12-1-1994. The alleged misconduct of engaging in trading and business activities is outside the scope of his duties without permission of the Bank. An inquiry officer was appointed and conducted a departmental inquiry. Full opportunity was given to the workman to defend himself. He was allowed to produce evidence. The departmental inquiry was conducted on 18-5-1994 and same was concluded on 26-5-1994. The inquiry officer after analyzing and considering the evidence, has exonerated the workman from the charges made in the chargesheet but has found him guilty in respect of charges made in the chargesheet. The report and findings of inquiry officer were sent to the workman and his explanation was called for with show-cause notice. After perusing the report and findings of inquiry officer and the explanation of the workman, the disciplinary authority awarded punishment of reduction of basic pay of the second party to the lower stage for a period of two years. The said order of punishment was served upon the workman on 19-6-1994. The workman preferred appeal there against. The disciplinary authority dismissed the appeal and confirmed the punishment awarded by the disciplinary authority. The departmental inquiry was conducted as per the rules and according to the principles of natural justice. Sufficient opportunity was given to the workman to defend himself and to produce evidence as well. The allegations made in the chargesheet are false and frivolous. Therefore, the management urges that the reference be set aside.

The District Judge has found upon preliminary issues of the reference that the findings are perverse. My finding is that the inquiry was not fair and the findings of the inquiry officer are perverse. Therefore, the parties are directed to lead evidence in support of the chargesheet and the charges

levelled against the second party workman.

5. Following are the issues for my determination. I record my findings thereon for the reasons to follow:

Sr. No	Issues	Findings
1.	Whether the second party workman is guilty for the alleged misconduct?	Yes.
2.	If yes, whether the action of management imposing punishment of reduction of pay of Shri J.B.Mandhwani to the lower stage for 2 years is legal, justified and proportionate to the misconduct?	Yes.
3.	If not, to what relief the workman is entitled to?	As per final order.

REASONS

Issue no.1:-

6. In this respect the management has examined two witnesses; they are Shri Prakash Basantani (Ex-65) and Shri Hiralal Hinduja (Ex-73). Witness Prakash Basantani says in his affidavit at Ex- 65 that he was posted at Ulhasnagar Main Branch from August 1987 to July 1991. He says that workman Mr. Mandhwani was also one of the staff clerks in Ulhasnagar Main Branch. He says that while working at Ulhasnagar Main Branch, workman Shri Mandhwani was doing agency business for canvassing Mutual Funds floated by Canara Bank, UTI etc. He further says that in respect of mutual fund of Bank of India, Shri Mandhwani was persuading and convincing the customers of the Bank to fill up application forms of the outside agents instead of giving form from his own stock of Bank of India. He used to issue forms of Bank of India provided for agents or brokers. He further says that in July 1990 a customer Mrs. Asha H. Ujjainwal approached him for Bank of India mutual fund application form. He further says that since the workman was assigned the said counter, he directed Mrs. Asha to workman. He further says that in the evening he came to know that Mrs. Asha Ujjainwal was given form by Shri Mandhwani from his own stock instead of the form from the Bank's stock. He further says that the form filled up by Mrs. Asha H. Ujjainwal was of some outside agent and not that of the Bank. On inquiry it was revealed that the form was of Govind Investment Services with code no. 136340. He further says that all the mutual fund forms of Bank of India page 169 to 180 bears the same agent broker name and code number. He further says that all filled on 19-07-1990 and the said forms are in the handwriting of workman. This witness was elaborately cross-examined. However it is not denied that the said forms were in the handwriting of the workman. This witness says on oath that Mrs. Asha Ujjainwal had approached him for form of Bank of India Mutual Fund and he sent her to the workman

Mandhwani. This fact is not denied in his cross-examination at Ex-65. This witness says that in the evening he came to know that workman Shri Mandhwani has given form from his own stock to Mrs. Asha instead of giving form from the stock of Bank. This statement is also not specifically challenged or denied in his cross-examination. This witness further says that the said form of Mrs. Asha at page 165 of Ex-15 bears agent/broker's number as G.I-SERV. BM-136340 which is of some outside agent and not of the Bank. It was of Govind Investment Services. He further says that the scheme from page 169 to 180 bears the same broker's name and code number. They are also filled on 19-7-1990 and they are in the handwriting of workman. Workman has not denied or challenged this statement in the cross-examination of this witness. On the other hand suggestion was given to this witness that the staff of the Bank is supposed to co-operate the investor and in case of illiterate investors, staff can also fill up the form. Suggestion was put to this witness that Asha Ujjainwal was illiterate. However he has not denied his handwriting on all these forms which were from the stock of private agents.

7. MW-2 Shri H.L.Hinduja has deposed at Ex-73. He says that he was Manager at Ulhasnagar Main Branch from 1989 to January 1994. He says that workman Shri J.B.Mandhwani was also working there. He further says that the workman was persuading and convincing the customers of the Bank to fill up the application forms of outside agents. He further says that during the relevant period Mr. Mandhwani was allotted the work relating to mutual fund scheme of the Bank. He further says that he received written complaint from Mr. S.J. Bedi. He further says that he also received anonymous complaint. They are at page nos. 148 with list Ex-21 and complaint of Bedi is at page nos. 145 to 147 of same exhibit. He further says that one Mr. M.A.Jadhvani has also submitted complaint alleging that Mr. Mandhwani was sponsoring application of Canara Bank Mutual Fund. This witness was also elaborately cross-examined. In his cross-examination his allegations are not specifically denied.

8. In this respect the Ld. Adv. for the first party submitted that the management has led evidence and has discharged the initial burden. However the second party did not enter in the witness box even to deny the allegations and charges leveled against him. Therefore he submitted that Tribunal can draw adverse inference against him. He further submitted that the first party has proved its case by leading evidence. He further submitted that in a departmental inquiry, the management need not prove its case beyond reasonable doubts as required in a criminal trial. On the other hand according to him, preponderance of probability suffice the purpose to prove the charges in departmental inquiry. In support of his argument the Ld. Adv. resorted to Bombay High Court ruling in S.K.Awasthy V's. M.R. Bhope, PO 1st Labour Court & Ors. 1994 (68) F.I.R BOM 841, wherein the Hon'ble High Court on the point of discharging the onus observed that:

"If the management discharges initial onus which lies on it to prove the allegations and the workman fails to discharge the shifted onus, the case of the workman must suffer."

In this respect law is also settled that in the disciplinary inquiry, the management is not expected to prove its case beyond reasonable doubt as like criminal trial and preponderance of probability suffice the purpose. In the case at hand, both these witnesses have no reason to depose against the workman that he was canvassing for Mutual Fund of Canara Bank and UTI and he used to issue forms of private agents even in respect of Mutual Fund of Bank of India. It is not the case of the second party that these witnesses are either in rival terms with him or trying to victimize him.

9. In the circumstances I hold that the management has proved that the second party workman was acting against interest of the Bank by issuing forms of private agents of mutual fund of the Bank of India. I also hold that the workman was canvassing for mutual fund of Canara Bank and UTI. The witnesses have contended to that effect in their affidavits at Ex-65 & 73 and the workman has not specifically denied the same. I hold that rest of the charges are not proved as there is no evidence that the wife of the workman was working as agent of Canara Bank or UTI or of any other financial institution. There is also no evidence to show that workman was canvassing for his wife or for any other institutions etc. Accordingly I hold the workman guilty for the misconduct of acting against the interest of the Bank. Accordingly I decide this issue no.1 in the affirmative.

Issue no.2 :-

10. The workman was acting against the interest of the Bank in which he was serving. He was supposed to protect the interest of Bank. However he was acting contrary. Therefore the disciplinary authority imposed punishment of reduction of his pay to the lower stage for 2 years. In my opinion the said punishment is not shockingly disproportionate to the misconduct proved against him. He is not removed from the service or no other harsh punishment is imposed against the workman. Therefore in my opinion punishment imposed is just proper and proportionate to the proved misconduct. Accordingly I decide this issue No. 2 in the affirmative and proceed to pass the following order:

ORDER

The reference stands dismissed with no order as to cost.

Date: 9-1-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 22 मार्च, 2012

का.आ. 1409 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/15/97 को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-3-2012 को प्राप्त हुआ था।

[सं. एल-12012/392/1995-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 22nd March, 2012

S.O. 1409.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.CGIT/LC/R/15/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 2-3-2012.

[No. L-12012/392/1995-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/15/97

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

Shri Pyarelal Sirole,
S/o Late Mangilal Sirole,
Aged about 33 years,
R/o Vill & Post. Dharagao,
Tehsil Maheshwar,
Distt. Sargao.

...Workman

Versus

Regional Manager,
Bank of India, Khandwa,
Makhanlal Chaturvedi Marg,
B.T.College Road,
Khandwa, Distt. Khandwa

...Management

AWARD

Passed on this 17th day of February, 2012

1. The Government of India, Ministry of Labour vide its Notification No.L-12012/392/95-IR(B-II) dated 3-1-97 has referred the following dispute for adjudication by this tribunal:-

“ Whether the action of the management of Bank of India, Khandwa in terminating the service of Shri Pyarelal, S/o Shri Mangilal w.e.f. 4-10-93 is justified ? If not, for what relief the workman is entitled ?”

2. The case of the workman, in short is that he was initially appointed on the post of Daftri w.e.f. 16-3-1989 and was posted at Dhargao Branch of the management bank. He worked continuously till 4-10-1993. He acquired the

status of a permanent employee. He was terminated vide order dated 4-10-93 without any departmental proceeding against the statutory provision of law. It is stated that no notice was given nor any compensation was paid though he worked more than 240 days continuously from the date of initial appointment till the date of termination. It is stated that there is violation of the provision of Industrial Dispute Act, 1947 (in short the Act, 1947). It is submitted that the workman be reinstated with back wages.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, interalia, is that the workman was engaged on daily wages for doing casual nature of job as and when required. He was paid accordingly. He was never appointed in accordance with the procedure of recruitment rules. He had never worked more than 240 days in any of the calendar year and therefore the provision of the Act 1947 was not violated. It is stated that the Manager of the Bank is entitled to engage any person on casual basis for getting the work of casual nature done intermittently. On these grounds, it is submitted that the workman is not entitled to any relief.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication-

I. Whether the action of the management in terminating the service of Shri Pyarelal w.e.f. 4-10-93 is justified ?

II. To what relief the workman is entitled ?

5. Issue No. I

The workman did not adduce any evidence oral and documentary inspite of sufficient time granted to him. Lastly his evidence was closed.

6. On the other hand, the management has examined one witness to prove his case. The management witness Shri D. Suryamoorthy is Sr. Manager (HRD). He has stated that the workman was never engaged in the Bank in terms of recruitment policy. The Bank doesnot maintain any attendance register engaged on casual basis. There is no document attendance sheet and vouchers etc. are not available. This shows that there is no evidence to prove that the workman was engaged on 16-3-1989 on the post of Daftri and worked continuously till 4-10-1993. There is no termination letter as well. His evidence is un rebutted. This shows that the claim of the workman that he was employed in the Bank is not substantiated. This issue is decided against the workman and in favour of the management.

7. Issue No. II

On the basis of the discussions made above, it is evident that the management is justified and the workman is not entitled to any relief. Accordingly the reference is answered.

8. in the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 22 मार्च, 2012

क्र.आ. 1410.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार औद्योगिक विवादों के प्रबंधन के संबंध में नियोजकों और उद्योगों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार का अधिकार, बंगलूर के पंचाट (संदर्भ संख्या 44/2008) का प्रकाशन करती है, जो केन्द्रीय सरकार को 22-3-2012 को प्राप्त हुआ था।

[सं. एल-12012/10/2008 काईआर/वि. 1410]

रमेश सिंग, डिस्क ऑफिसर

New Delhi, the 22nd March, 2012

S.O. 1410.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore now as shown in the Annexure to the industrial dispute between the management of Pragathi Grameena Bank and their workmen, which was received by the Central Government on 22-3-2012.

[No. L-12012/10/2008 (Ref. 1410)]

RAMESH SINGH Disk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated: 6th March, 2012

Present

Shri S. N. NAVALGUND PRESIDING OFFICER

C. R. No.44/2008

I PARTY

Shri S. Vijaya Rao,
Ex. Employee of Tungabhadra
Grameena Bank,
Sri Venkatadadi Nilaya,
H.No.7-2-7B
Near Jagannatha Dasara Temple, Manvi,
Raichur-584123

II PARTY

The Chairman,
Pragathi Grameena Bank,
H.O, Gandhi Nagar,
Karnataka State,
Bellary

AWARD

1. The award is made in exercise of the powers conferred by the Industrial Disputes Act, 1947 (14 of 1947) as referred in the dispute no. order No. L-12012/10/2008-IR(R) dated 11-4-2008 for adjudication on the following facts:—

FACTS OF CASE

Pragathi Grameena Bank, the Chairman of Pragathi Grameena Bank, Bellary (KN) in removing and discharging an employee from service is justified or not, which is referred to?

2. The facts are, leading to this reference and the award may be set out in brief manner.

Shri S. Vijaya Rao, an employee of the first party (while serving in the branch of Karatagi branch of the second party) was charged in a charge sheet dated 15-1-2004 as follows:

Charge Sheet

You were working as the Cash-cashier at Bagalwada branch from 2-8-2000 to 30-11-2004 later amended to 1-11-2004.

While working you were holding and set of safe kept in the branch from 20-10-2004 to 24-11-2004 later amended to 1-11-2004. On 4-11-2004 cash made cash remitted cash of Rs.15,00,00 in our branch through Shri G. Sanguppa (319) a clerk with escort of Shri Vijaykumar (319) a sweeper of the branch. When the said staff reached the Karatagi branch for remittance at about 2.30 pm Shri K. Chandra Sekhara (831) the cashier of Karatagi branch had closed the daily cash transactions. On the cash remitted by Bagalwada branch was received in late cash of 4-11-2004 at Karatagi branch of Rs.15,00,000 cash remitted by the Bagalwada branch the cashier of Karatagi branch Shri K. Chandra Sekhara (831) reportedly counted Rs.5,00,000 amounting to Rs.4,50,000 and he did not count remaining amount of Rs.10,50,000 with the denominations of Rs.100 due to power failure at that time. On 8-11-2004 one of the customers of Karatagi branch Mr. Varalaxmi Industries has reportedly withdrawn an amount of Rs.3,40,000 from their O/C. A/c No.1-2002 and the cashier Shri K. Chandra Sekhara (831) who was handling the cash disbursement has reportedly paid the cash of Rs.3,40,000 out of cash remitted by your branch on 4-11-2004.

On 8-11-2004 Mr. Mani Varalaxmi Industries reportedly contacted the Karatagi branch over phone that there was shortage of cash of Rs.7000 in the cash disbursement. Shri N. S. Ramamurti (319) Officer in charge branch who received the telephone

call reportedly informed them to bring the cash as it is to the branch for verification and further action but they did not turn up on 8-11-2004 as the said cash bundles were paid to one of their customers who went to remit the cash at Sindhanur. On 9-11-2004 M/s. Varalaxmi industries came to the branch with stitched cash bundles paid to them. On verification it was found that there was shortage of 10 pieces of 100 rupees notes in five bundles and 20 pieces in one bundle (total shortage 70 pieces of 100 rupee denomination notes amounting to Rs.7000). After receipt of the cash bundles from the customer Shri N.S. Ramanand (319), Officer immediately telephoned to Bagalwada branch at about 11.30 am on 9-11-2004 and informed to your branch about shortage of cash of Rs.7000 in the bundles remitted by your branch on 4-11-2004. Shri M.S. Hosamani (74), Manager of Bagalwada branch who received the telephone message from Karatagi branch reportedly requested Shri N.S. Ramanand (319), Officer to adjust the money and to the customer at Karatagi branch and he will come to pay Karatagi on 11-11-2004 or very next day to reimburse the amount after verifying the bundles. As per the request of Shri M.S. Hosamani (74) Manager of Bagalwad branch Shri K.Chandrashekar Goud (831), cashier of Karatagi branch reportedly adjusted Rs.7000 and paid to the customer i.e. M/s. Varalaxmi industries.

On 10-11-2004 you along with Shri M.S. Hosamani, Manager Bagalwad branch reportedly visited the Karatagi branch at about 11 am and verified the bundles remitted by your branch on 4-11-2004 and confirmed by both yourself and Shri M. S. Hosamani, Manager, Bagalwad branch that there was shortage of cash of Rs.7000 in the bundles remitted by your branch. Both of you went back to the Bagalwad branch and on the same day you have reportedly once again visited Karatagi at about 8.45 pm along with Shri Raja Sab, Field Officer and you reportedly paid Rs.7000 to Shri K.Chandrashekar Goud (831), Cashier of Karatagi branch.

In view of such happenings on 12-11-2004, Shri M. S. Hosamani, Manager of Bagalwada branch checked entire cash in safe in your presence and reportedly noticed the shortage of cash in safe to the tune of Rs.47,000 in the Rs.100 denominations i.e. 470 pieces in Rs.100 rupee denominations. Immediately, Shri M.S. Hosamani, Manager enquired you about shortage of cash of Rs. 47000 as you were the second key holder and also cashier. You reportedly admitted for having taken out the said amount and utilized it. However, on the said day itself you made good the entire amount.

During the course of investigation you reportedly admitted having taken the amount and utilized for

yourself and made good the amount. Thus from the above it is clear that you have misappropriated bank funds of Rs.54,000 for temporary period. Further, you have also not brought these facts to the notice of your higher authorities.

Your said acts are detrimental to the interest of the Bank. You have not served the Bank honestly and sincerely. You have committed breach of trust and confidence reposed on you by the bank. Your said acts are very grave in nature. By your said acts you have contravened Regulation No.17 &19 of Tungabhadra Gramin Bank (Officers & Employees) Service Regulations -2000 and committed acts of misconduct punishable under Regulation No.38 of Tungabhadra Gramin Bank(Officers & Employees) Service Regulations-2000."

3. It appears since no reply/show cause was given by the first party to the Disciplinary Authority while appointing Shri M. Hanumanthaiah, Manager P&D Section, T.G. Bank, Head Office Bellary as Enquiry Officer by order dated 12-2-2005 and Shri Krishna R. Koti, Manager, T.G. Bank, Pothnal Branch as Presenting Officer ordered for Domestic Enquiry. The enquiry officer while fixing the first date of enquiry on after observing the formalities of preliminary enquiry and recording the evidence of Shri Chandrashekar Goud, T.G.Bank, Karatgi, Shri Vijendra Rao, T.G. Bank, Bagalwad, Shri V. Sangappa, T.G. Bank, Shri N.S. Ramananda, T.G. Bank, Karatgi, Shri M.S. Hosamani, TG Bank, Bagalwad, Shri H. Raja Sab, TG Bank, Bagalwad, Shri Vasudeva Setty, Partner M/s. Varalaxmi/ Industries, Karatgi, Shri E.Kumar Swamy, TG Bank, H.O, Bellary and Shri IC. Karjigi, TG Bank, HO, Bellary tendered by the management as MW1 to MW9 and exhibiting 32 documents as MEX-1 to MEX-32 and in the evidence of first party exhibiting 29 documents as DEX-1 to DEX-29 the detailed description of which are narrated in the annexure enclosed, after receiving written submissions from the Presenting Officer and the Defence Representative submitted his enquiry findings dated 23-3-2006 to the Disciplinary Authority holding both the charges being proved. Thereafter the Disciplinary Authority while forwarding the copy of the enquiry finding to the first party calling upon him to submit his explanation while giving him an opportunity of hearing passed the impugned order of removal, from service which shall not be a disqualification for future employment. Pursuant to the appeal preferred by the first party the Appellate Authority while giving him an opportunity of personal hearing by his order dated 30-3-2007 confirmed the order of Disciplinary Authority. Thereafter when the Conciliation proceedings initiated by the first party before the Conciliation Officer failed, the Central Government made this reference for adjudication as to "whether the action of the Chairman of Pragathi Grameena Bank, H.O, Gandhi Nagar, Bellary (KN) in removing Shri S.V. Vijaya Rao, ex-employee from service is justified? If not, what relief he is entitled to?"

4. After receipt of the reference when notices were issued to both sides and both sides have entered their appearances through their respective advocates, first party filed his claim statement on 9-3-2010 whereas the second party filed counter statement on 7-7-2010.

5. The first party in his claim statement submitted that when he was working at Bagalwad Branch, on 4-11-2004 the Manager of the branch remitted Rs.15.00 Lakhs cash to Karatagi Branch with denomination of Rs.500x900 and Rs.100x10500 and the said cash was directly taken out from the safe by joint custodians i.e. himself and the manager of the branch and the Manager who is also 1st Key holder satisfied regarding the physical cash that was handed over to Shri G. Sangappa, Clerk and Vijendra Rao, MCS of the branch for the purpose of cash remittance at Karatagi Branch and accordingly on 4-11-2004 said Shri G. Sangappa, Clerk and Shri Vijendra Rao, MCS remitted cash at Karatagi branch and the Karatagi branch personnel Shri Chandrashekar Goud, Cashier and Shri N.S. Ramanand, Officer of the Karatagi branch issued a counter foil as having received Rs. 15.00 Lakhs on 4-11-2004 as late cash after counting Rs.500 denomination and subsequently on 9-11-2004 the Karatagi branch said to have ascertained shortage of cash of Rs.7000 through their customer who went for cash remittance at Sindhanoor and that they (Karatagi branch) took onus responsibility that the bundles were from Bagalwada branch and assured their customer to pay shortage of cash of Rs.7000 and unfortunately he (first party) was suspected on the basis of anonymous letters dated 4-11-2004 and 16-11-2004 and the investigation was conducted on the basis of such anonymous letters through Shri I.C. Karajigi, Officer of the bank and on the basis of his report shortage of cash of Rs.7000 was reimbursed from him. He has also further submitted that on 12-11-2004 M.S. Hosamani, Manager of Bagalwada Branch checked entire cash in safe and noticed the shortage of cash in safe to the tune of Rs.47,000 in the Rs.100 denomination and when the same was enquired with him (first party) about shortage of cash as he was the 2nd Key holder, the Manager requested him to admit the guilt and he will repay the entire amount payable to the bank being the shortage and will look that no action or proceedings will be initiated against him. Believing in his words he gave a letter to that effect in his handwriting as if he has utilized the money and made good the amount on the same day itself but actually the Manager had remitted the amount. Thus he has contended the statement made by him before the manager was under duress and under the evidence act confession made to a police officer being not admissible such statement made shall not be considered for any purpose. It is further submitted that shortage of cash of Rs.7000 when and where not ascertained and the Investigation Officer accepted the revised statement of officer and cashier of Karatagi branch and believed the same without verifying the cash of Bagalwada Branch which was remitted on 4-11-2004 utilised

by Karatagi branch from 5-11-2004 itself as such the story told by them is a comic story and ought not to have been believed. Thus he tried to disown his responsibility for shortage of Rs.7000 from the amount of Rs.15.00 Lakhs remitted to Karatagi Branch on 4-11-2004 as well as the shortage found in the safe to the tune of Rs.47,000.

6. In the counter statement filed for the second party on 7-7-2010 it is contended the first party who was working as Clerk-cum-Cashier at Bagalwada Branch from 22-5-2000 to 24-11-2004 and in that capacity was holding second set of safe keys of Bagalwada Branch and on 4-11-2004 Bagalwada Branch remitted cash of Rs.15.00 Lakhs to Karatagi Branch of the bank through Shri G. Sangappa (521) Clerk-cum-Cashier and Shri Vijendra Rao (1244) Messenger -cum -Sweeper of the branch and as when they reached the Karatagi branch for remittance around 2.30pm the cashier who had already closed the daily cash transaction for the day accepted as late cash and out of Rs.15.00 Lakhs remitted he counted Rs. 500 denomination notes amounting to 4,45,000 and did not count remaining amount of Rs.10,50,000 of Rs.100 denomination due to power failure and on 9-11-2004 when its customer M/s.Varalaxmi Industries reportedly withdrawn an amount of Rs.3,40,000 on 5-11-2004 from their OCC A/c No.1/2002 informed the Karatagi branch over phone that there was shortage of cash of Rs.7000 in the cash bundles given to them. Shri N.S. Ramanand Officer, Karatagi branch who received the telephone call informed them to bring the cash bundle to the branch for verification and accordingly the cash bundle was brought on 10-11-2004 and was found with shortage of 10 pieces of 100 rupees notes in five bundles and 20 pieces in one bundle (total shortage of 70 pieces of Rs.100 notes amounting to Rs.7000). Thereafter Shri N.S. Ramanand, Officer of Karatagi Branch immediately telephoned to Bagalwada Branch about shortage of cash of Rs.7000 in the bundles remitted on 4-11-2004 and in turn Shri Hosamani requested Shri N.S. Ramanand, Officer of Karatagi Branch to adjust the money and pay to the customer i.e. M/s.Varalaxmi Industries assuring that he will come to their branch on 10-11-2004 or very next day to reimburse the amount after verifying the bundles and accordingly the Karatagi branch reimbursed the amount to the customer and on 10-11-2004 Branch Manager, Shri M.S. Hosamani along with the first party visited the Karatagi branch and verified the bundles remitted by their branch on 4-11-2004 and found there was shortage of Rs. 7000 as reported by Shri N.S. Ramanand, Officer of the Karatagi branch and returned to their branch and on the same day the first party went again to Karatagi branch at about 8.45 pm accompanied by Shri H Raja Sab and paid, Rs.7000 to Shri K. Chandrashekar Goud, Cashier of the Karatagi branch thereby he took on himself the responsibility of shortage of Rs.7000 found from the amount remitted to Karatagi branch on 4-11-2004. It is further contended Shri Hosamani, Manager of Bagalwada branch being perturbed by these developments, on 12-11-2004 arranged to check the entire

cash in the safe of Bagalwada branch in the presence of the first party and other staff members of, the bank and found the cash shortage of Rs.47,000 (470 pieces of Rs.100 denomination) and when he enquired about the same the first party who was holding the second set of safe keys took responsibility for the shortage of Rs.47000 and arranged to remit the same to the bank on the same day and in that regard in the presence of the staff members of the branch he submitted a letter to him(branch manager) stating that due to financial difficulties he has utilized Rs.7,000 out of the amount remitted to Karatagi branch on 4-11-2004 as well as Rs.47,000 found short in the cash safe further requesting to pardon him. It is further contended taking into consideration of these facts the Disciplinary Authority initiated the proceedings and the enquiry officer after holding the enquiry found him guilty of the charges and after affording opportunity to the first party and giving personal hearing the impugned punishment of removal from service without disqualification for future employment came to be imposed and even the Appellate Authority after affording personal hearing to the first party having regard to the material on record and unequivocal admission by the first party owning the responsibility of shortage of Rs.7000 from the cash remitted to Karatagi branch on 4-11-2004 as well as shortage of cash found in the safe custody on 12-11-2004 rightly refused to interfere in the order of the Disciplinary Authority as such there is no necessity to this court to interfere either in the enquiry findings or in the punishment imposed by the Disciplinary Authority confirmed by the Appellate Authority.

7. As already adverted to by me above, since no reply or explanation was given by the first party to the charge sheet and it discloses from the proceedings of the enquiry maintained by the enquiry officer that on the first date of enquiry on 4-3-2005 after the enquiry officer explained the procedure of enquiry and confirmed from the first party that he has received the charge sheet and understood the contents of the same when asked whether he admitted the charge leveled against him he made a submission that he would reply to his question in the next enquiry sitting. Accordingly on the next sitting of the enquiry i.e. on 14-3-2005 when the enquiry officer asked the first party whether he admit the charges leveled against him he did not give his definite reply submitting that he is sick and not feeling well and is not in a position to sit in the enquiry. On his request the enquiry officer adjourned the enquiry to 6-4-2005 and as the enquiry officer received letter from the first party" dated 31-3-2005 requesting for adjournment on the ground of illness he postponed the enquiry to 13-4-2005 and as on 13-4-2005 also he did not appear and set a letter through one Shri K. Krishna, General Secretary of TGBWO requesting for further adjournment on the ground that due to some severe personal problems it may not be possible for him to attend hearing on 13-4-2005. On opposition by the presenting officer and the previous history the enquiry officer placing him exparte

proceeded to record the evidence of Shri Chandrasekhar, Karatagi Branch's Clerk-cum-Cashier Staff No.831 as MW1 on that day and posted the matter for further evidence to 4-5-2005. On 4-5-2005 the first party appeared before the enquiry officer with Shri Ravindra S Naik as his Defence Representative and on that day again when he was asked whether he admit the charge he simply denied the charge without submitting any reply or explanation to the charge sheet. Even throughout the subsequent enquiry participated by the first party no where a case of duress exercised on him by the manager or any other staff is whispered in submitting his letter of admission owning the responsibility of shortage of Rs.7000 from the cash remitted to Karatagi branch on 4-11-2004 as well as the shortage of cash found in the safe on 12-11-2004 except in his statement given after examination of all management witnesses the same being taken forcibly by Shri I.C. Karjigi, Investigating Officer and Manager. Since the Domestic Enquiry conducted by the second party against the first party has been held as fair and proper by order of this court dated 20-4-2011 the first party can demonstrate the finding of the enquiry officer being perverse only on the material produced in the Domestic Enquiry and as such a plea that under duress he was made to remit to Rs.7000 the shortage found from the cash remitted to the Karatagi branch on 4-11-2004 and the cash that was found shortage on 12-11-2004 in the safe of the bank. In respect of owning the responsibility of shortage of Rs.7000 by remitting that amount to the Karatagi branch on 4-11-2004 being accompanied by Shri Raja Sab (MW6) whose evidence in this regard before the enquiry officer has not been challenged or disturbed even by a suggestion. Ex.MEX.26 being the letter of admission given by the first party dated 14-12-2004 addressed to the branch manager of the TG Bank Head Office, Bellary wherein he has confirmed his letters of admission given earlier dated 12-11-2004, 24-11-2004, and 26-11-2004. Thus his case that on 12-11-2004 under duress he was made to give a statement/letter owning the responsibility of Rs.7000 shortage of cash from the amount remitted at Karatagi branch on 4-11-2004 as well as the amount of Rs.47000 shortage found in the safe on 12-11-2004 appears to be just an improvement made for the first time in his statement. Subordinate staff of a bank giving letter of admission to his immediate superior cannot be equated with a statement of confession made to a police officer during the investigation of a criminal case as tried to be made out in the claim statement. In a Domestic Enquiry which is of civil in nature, the letter of admission by the parties made immediately after the incident came to light, in the absence of specific plea and proof that the same was obtained by force or undue influence can be safely relied upon and in the present case also the first party having unequivocally admitted owning the responsibility of the shortage of cash found from the amount remitted to Karatagi branch on 4-11-2004 as well as the shortage of Rs.47000 found from the safe on 12-11-2004,

the enquiry officer has not committed any error in placing reliance upon such admission and the first party cannot be now permitted to contend that such admission were being obtained under duress. Under the circumstances I find no reason to interfere in the finding of the enquiry officer holding the charges being proved as well as the punishment imposed for the same which is a major misconduct. In the result I arrived at the conclusion of rejecting the reference. Hence I pass the following Award.

AWARD

The reference is rejected holding that action of the Chairman of Pragathi Gramina Bank, H.O, Gandhi Nagar, Bellary (KN) in removing Shri S. Vijaya Rao, ex-employee from service is justified, and that he is not entitle for any relief.

(Dictated to PA transcribed by her corrected and signed by me on 6-3-2012)

S. N. NAVALGUND, Presiding Officer

Annéxure CR No. 44/08

List of witnesses examined by the management before the Enquiry Officer

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| 1. Shri Chandrasekhar Goud, Clerk- cum- Cashier, TG, Karatagi Branch | MW1 |
| 2. Shri Vijendra Rao, MCS of Bagalwad Branch | MW2 |
| 3. Shri G. Sangappa, Clerk | MW3 |
| 4. Shri N.S. Ramananda the then Officer, Karatagi branch | MW4 |
| 5. Shri M.S. Hosamani, the then Manager of Bagalwad Branch | MW5 |
| 6. Shri H. Raja Sab, Manager, TG Bank Bagalwad | MW6 |
| 7. Shri Vasudev Setty, Partner M/s. Varalaxmi Industries | MW7 |
| 8. Shri E. Kumar Swamy, FO, TG Bank, HO, Bellary | MW8 |
| 9. Shri I.C. Karjigi, Investigation Officer | MW9 |

Documents exhibited for the the Management before the Enquiry Officer

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|---|----------|
| 1. Late Cash Register of Karatagi branch | Ex.MEX-1 |
| 2. Cash register of Karatagi branch dated 4-11-2004 | Ex.MEX-2 |
| 3. Shroff cash book of Karatagi branch dated 5-11-2004 | Ex.MEX3 |
| 4. BAR No.28/2003-04 dated 4-11-2004 of Bagalwad branch | Ex.MEX4 |
| 5. Cheque No.601227 dated 9-11-2004 for Rs.3,40,000 of M/s. Varalaxmi Industries. | Ex.MEX5 |

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|---|-------------|
| 6. Shroff Cash Book of 9-11-2004 of Karatagi branch | Ex.MEX6 |
| 7. Written statement dated 3-12-2004 of Shri Chandrasekhar Goud addressed to Shri IC Karjigi, HO, Bellary | Ex.MEX7 |
| 8. Attendance signing Register of Bagalwad Branch | Ex.MEX8 |
| 9. Attendance signing register of Bagalwad branch | Ex.MEX9 |
| 10. Debit slip dated 4-11-2004 for Rs.15.00 lakhs of Bagalwad branch for remitting cash to Karatagi branch | Ex.MEX10 |
| 11. Written statement dated 24-11-2004 of Shri Vijendra Rao. | Ex.MEX11 |
| 12. Written Statement dated 24-1-2004 of Shri G. Sangappa addressed to Shri I. C. Karjigi HO, Bellary. | Ex.MEX12 |
| 13. Written statement dated 4-12-2004 of Shri N.S. Ramanand addressed to Shri I.C. Karjigi, HO, Bellary. | Ex.MEX13 |
| 14. Ledger folio No.44916 of OCC 1/62 of Karatagi branch | Ex.MEX14 |
| 15. Letter dated 12-11-2004 of Bagalwad Branch addressed to Shri L. K. Havanur, GM, TG bank, HO, Bellary. | Ex.MEX15 |
| 16. Written Statement dated 12-11-2004 of Shri S. Vijaya Rao addressed to the Manager TG bank, Bagalwad branch. | Ex.MEX16 |
| 17. Shroff cash book dated 4-11-2004 of Bagalwad branch | Ex.MEX17(a) |
| 18. Office copy of Memo dated 20-7-1979 | Ex.MEX17(b) |
| 19. Written Statement dated 24-11-2004 of Shri M.S. Hosamani addressed to Shri I.C. Karjigi | Ex.MEX18 |
| 20. Proceedings written by Shri I. C. Karjigi on posing question to Shri M.S. Hosamani on 27-11-2004 | Ex.MEX19 |
| 21. Branch Adj. Register Page No.17 of Bagalwad branch | Ex.MEX20 |
| 22. Cash Remittance and discount register of Bagalwad branch | Ex.MEX21 |
| 23. Key movement register of Bagalwad branch for the period from 1-10-2004 to 31-12-2004 | Ex.MEX22 |
| 24. Written statement dated 24-11-2004 of Shri H. Rajasab addressed to Shri I. C. Karjigi, HO, Bellary | Ex.MEX23 |
| 25. Questionnaire dated 27-11-2004 with replies of Shri H. Rajasab recorded by Shri I.C Karjigi HO, Bellary | Ex.MEX24 |

26. Written statement dated 6-12-2004 of Shri Basudeva Setty .	Ex.MEX25	18. Cash abstract of Bagalwad branch dated 5-11-2004	Ex.DEX-18
27. Written statement dated 14-12-2004 of Shri S. Vijaya Rao	Ex.MEX26	19. Cash abstract of Bagalwad branch dated 6-11-2004	Ex.DEX-19
28. Written statement dated 12-1-2005 of Shri S. Vijaya Rao	Ex.MEX27	20. Cash abstract of Bagalwad branch dated 8-11-2004	Ex.DEX-20
29. Written statement dated 2-2-2005 of Shri S. Vijaya Rao	Ex.MEX28	21. Cash abstract of Bagalwad branch dated 9-11-2004	Ex.DEX-21
30. Investigation report dated 29-11-2004 by Shri I.C. Karjigi	Ex.MEX29	22. Show cause letter No. PW:IR: 2197 : 2004-05 dated 9-12-2004	Ex.DEX-22
31. Investigation Report dated 7-12-2004 by Shri I.C. Karjigi	Ex.MEX30	23. Anonymous letter dated 14-11-2004 written to the Chairman.	Ex.DEX-23
32. Written statement dated 24-11-2004 of Shri S. Vijaya Rao	Ex.MEX31	24. Anonymous letter dated 16-11-2004 written to the Chairman.	Ex.DEX-24
33. Questionnaire recorded by I.C. Karjigi and replies by Shri S. Vijaya Rao dated 26-11-2004.	Ex.MEX32	25. Statement of Shri Chandrasekhar dated 26-11-2004 addressed to Investigation Officer	Ex.DEX-25
List of witnesses examined by the first party before the Enquiry Officer		26. Further information provided by Shri Chandrashekar Goud dated 26-11-2004 to the Investigation Officer	Ex.DEX-26
1. Shri S. Vijaya Rao, first party	WW1	27. Circular No.9/98-99 dated 22-4-1998 (excess/shortage in cash.)	Ex.DEX-27
List of documents marked for the First Party before the enquiry officer		28. Further statement and information provided by Shri Vijendra Rao, MCS of Bagalwad branch to the Investigation Officer dated 27-11-2004	Ex.DEX-28
1. Cash abstract of Karatagi Branch dated 5-11-2004	Ex.DEX-1	29. Further statement and information provided by Shri G. Sangappa of Bagalwad branch to the Investigation Officer dated 27-11-2004.	Ex.DEX-29
2. Cash abstract of Karatagi Branch dated 6-11-2004	Ex.DEX-2	नई दिल्ली, 22 मार्च, 2012	
3. Cash abstract of Karatagi Branch dated 8-11-2004	Ex.DEX-3	का.आ. 1411.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सी.जी. आई.टी./एल.सी/आर/6/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-03-2012 को प्राप्त हुआ था।	
4. Cash abstract of Karatagi Branch dated 9-11-2004	Ex.DEX-4	[सं. एल-12011/81/2008-आईआर (बी-II)]	
5. Shri N.S. Ramananda reply to questionnaire dated 26-11-2004 to the Investigation officer	Ex.DEX-5	शीश राम, अनुभाग अधिकारी	
6. Shri N.S. Ramananda statement dated 26-11-2004 to the Investigation officer	Ex.DEX-6	New Delhi, the 22nd March, 2012	
7. TGBF-161	Ex.DEX-7	S.O. 1411.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/6/2009) of the Central Government Industrial Tribunal/ Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 02-03-2012.	
8. Circular No.113/02-03 (Introduction of a system for reporting irregular practices.	Ex.DEX-8	[No. L- 12011/81/2008-IR (B-II)]	
9. Memo No. 35/94-95 cash remittance	Ex.DEX-9	SHEESH RAM, Section Officer	
10. Circular No. 56/97-98 dated 16-8-1997	Ex.DEX-10		
11. Circular No. 111/98 dated 15-12-1998 (Cash Remittance)	Ex.DEX-11		
12. Circular No. 56/98-99 dated 18-7-1998	Ex.DEX-12		
13. Memo No. 145/92-93 dated 19-3-1993	Ex.DEX-13		
14. Cash abstract of Bagalwad branch dated 4-11-2004	Ex.DEX-14		
15. Circular No. 80/01-02 dated 4-2-2002	Ex.DEX-15		
16. Cash abstract of Bagalwad branch dated 12-11-2004	Ex.DEX-16		
17. NPWD statement dated 24-11-2004 of Bagalwad branch pertaining to Nov. 2004	Ex.DEX-17		

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/6/2009

SHRI MOHD. SHAKIR HASAN, Presiding Officer

The General Secretary,

Central Bank Employees Union (Bhopal) Zone,

C/o Central Bank of India,

Ibrahimpura, Bhopal.

... Workman

Versus

The Zonal Manager,

Central Bank of India,

Zonal Offices, 9,

Arera Hills, Jail Road,

Bhopal (MP)

... Management

AWARD

Passed on this 16th day of February, 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-12011/81/2008-IR(B-II) dated 5-2-2009 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the Zonal Manager, Central Bank of India, Zonal Office, Bhopal in not accepting the option for pension submitted by Smt. Nasreen Khan is justified. If not, to what relief Smt. Nasreen Khan is entitled to?”

2. The General Secretary, Central Bank Employees' Union (Bhopal zone) has filed an application dated 7-1-2002 stating therein that the management has agreed to accept the option of pension of the work-woman Smt. Nasreen Khan and therefore now there is no dispute between the union and the management. It appears that the Union does not want to raise the dispute. Thus this is a case of no dispute. Accordingly the reference is answered.

3. In the result, no dispute award is passed without any order to costs.

4. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 23 मार्च, 2012

का.आ. 1412.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाइरेक्टर नेशनल कैमिकल लेबोरेटरी पुणे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 90/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-03-2012 को प्राप्त हुआ था।

[सं. एल-42011/35/2000-आईआर (डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 23rd March, 2012

S.O. 1412.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 90/2001) of the Government Labour Court, Pune as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Director, National Chemical Laboratory, Pune and their workman, which was received by the Central Government on 23-03-2012.

[No. L-42011/35/2000-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, FIRST
LABOUR COURT, PUNE

(Presided over by Mr. M.S. Bodhankar)

Reference : IDA No. 90/01

BETWEEN

The Director,
National Chemical Laboratory,
Pashan, Pune
Maharashtra-411008

... First Party

AND

Shri S. S. Naphade,
B-3/B-6, Chintamaninagar Co-operative,
Housing Society, Aundh, Pune

... Second Party

Reference Under Section 10(1)(C) R/W Section 12(5) of
Industrial Dispute Act.

Appearance : Adv. Mr. Anilkumar for the first party

: Adv. Mr. R.P. Shaligram for the second party

AWARD PART I

(Delivered on this 27th day of February, 2012)

1. This reference is made to this Court by the Central Government, Ministry of Labour under Section 10(1)(d) and 2(A) of the Industrial Disputes Act for adjudication over the following demand :

“Whether the action of the management of National Chemical Laboratory, Pune in compulsorily retiring from service of Shri. S.S. Naphade, Pharmacist is legal and justified ? If not, to what relief the workman is entitled?”

2. The second party has filed his Statement of Claim vide Ex. No. 24. It is submitted that the second party was working with the first party since 2-5-1972 as a compounder. His service was illegally terminated with effect from 29-6-95. His last drawn salary was Rs. 8000/- per month. At the time of his termination, his designation was a pharmacist. The first party is a laboratory concern with research activities in Chemical Science as well as in Chemical Engineering. The first party is an Industry as per the Industrial Disputes Act, 1947.

3. The first party has filed its Written Statement vide Ex. No. 40. It is submitted that the reference is not maintainable as the first party is not an industry as defined under the provisions of the Industrial Disputes Act, 1947 and this court has no jurisdiction to adjudicate any reference against the second party. The service conditions of the employees of the first party are governed by the Central Civil Service (Classification, Control and Appeal) Rules, 1965 as applicable to the Government of India employees. Any dispute in respect of the service condition of the employee against the first party is to be adjudicated by the Central Administrative Tribunal. The second party who was in the employment of the Council for Science and Industrial Research was compulsorily retired after complying with the due process of law viz. Issuance of the charge sheet, holding of departmental inquiry and after the inquiring authority held him guilty of serious misconduct. The first party is engaged in research activities of national/international importance in chemical related sciences intended for ameliorating the knowledge of the research for the people of the country/mainly meant for the masses. The first party is also engaged in activities which are concerned with the Government of India. The first party is one of the 38 laboratories under the C.S.I.R. which is spread all over the country. C.S.I.R. is registered as a society under the Societies Registration Act and the Prime Minister of India is its President. The Cabinet Minister for Science and Technology, Government of India is its Vice President. The constituent laboratories/institutions of CSIR are held not to be an industry by several Courts and Tribunals. The State Government Tribunal has held that the first party is an industry which is challenged before the Hon'ble High Court, Bombay in W.P. No. 6566/04. The Hon'ble Industrial Court at Pune has held that the status of the first party as an industry will be decided by the Hon'ble High Court and refused to answer that issue. CSIR is not an industry and hence the first party which is the constituent laboratory of CSIR is not an industry. Research laboratories doing the work similar to the first party are not industries. The first party has thus sought for the rejection of this reference.

4. Following Preliminary issue arises for my determination and finding against it is recorded for the reasons that follow.

Preliminary Issue

Finding

1. Whether the first party is an industry within the meaning of Section 2(j) of the Industrial Disputes Act?

In the affirmative

REASONS

As To Preliminary Issue No. 1

5. In this matter, the preliminary issue for consideration is whether the first party is an industry within the meaning of Section 2(j) of the Industrial Disputes Act. The second party has contended so. The first party has strongly disputed it. Thus it needs to be seen as to whether

the first party falls within the definition of an industry as defined under the Act.

6. Ld. Adv. Mr. Anilkumar has argued that this issue is for consideration in other matter before Hon'ble High Court and hence this court should not give a finding on that issue and keep it in abeyance. For his submission he has placed on record the order of the Hon'ble Member, Industrial Court, Pune in Ref. I.T. No. 49/04 dt. 6-12-10 wherein the Hon'ble Member, Industrial Court, Pune had refrained from deciding this issue. Ld. Adv. Mr. Anilkumar has also filed on record the order of the Hon'ble Apex Court in Civil Appeal No. 1342 of 04 CSIR and An. Vs. Kishore Singh dt. 26-10-05 wherein it is held that—

One of the questions to be considered in this appeal is whether the appellants can be said to be an industry. As the judgment in Bangalore Water Supply and Sewerage Board's case is referred to a larger bench by an order of this Court in the case of State of U.P. Vs. Jai Bir Singh reported in (2005) 5 SCC 1, we direct that this matter be placed on board after a decision in State of U.P. Vs. Jai Bir Singh is delivered.

7. Ld. Adv. Mr. R. P. Shaligram has very strongly opposed this argument on the ground that there is no stay from any Hon'ble Superior Court, this matter is directed to be decided by the Hon'ble High Court in a time bound manner and thus this court cannot keep any issue in abeyance. He argued that unless it is held that the first party is an industry, it cannot be said that this is an industrial dispute and in such a situation, the matter cannot proceed further.

8. In this regard, the second party has placed on record the Authority of the Hon'ble Apex Court in Atma Ram Properties (P.) Ltd. Versus Federal Motors Pvt. Ltd. 2004 DGLS (AHC) 12788, 2005 (3) Bom. C. R. 274 wherein it is held that it is well settled that mere preferring of an appeal does not operate as stay on the decree or order appealed against nor on the proceedings in the Court below. A prayer for grant of stay of proceedings or on the execution of decree or order appealed against has to be specifically made to the Appellate Court and the Appellate Court has discretion to grant an order of stay or to refuse the same.

9. This authority is pertaining to the Civil proceeding whereas the present matter is under the Industrial Disputes Act. However, the ratio laid down in this authority is found fully applicable in this matter as there is no stay to this present proceeding. This court cannot be oblivious of the fact that the Hon'ble High Court has by its order dt. 8-8-11 directed to decide the present proceeding in a time bound frame. There is no stay to proceed with this matter and thus it would not be proper for this court not to decide a particular issue on which the entire proceeding would be based, in view of the specific directions of the Hon'ble High Court for disposal of the present matter. In view of this, I find it proper to proceed with the present matter in the light of the observations in this Authority Atma Ram Properties (P.) Ltd. Versus Federal Motors Pvt. Ltd.

10. In his evidence affidavit, the second party has stated that he was working with the first party from dt. 2-5-72 and 29-6-95. He stated that the first party does chemical research and projects for chemical and pharmaceutical companies, it helps in taking patents for itself and other pharmaceutical companies, it helps in research, it does process development in pilot plant, it does chemical testing for customers like pharmaceutical and chemical companies and it is taking charges from the customers for all these activities, it gets various types of fees for consultation, royalty for patent and donation. It has own assets like land and building, employees colony, hostel, medical center, play ground, theatre, school and shopping center and it has canteen where eatables are sold. He stated that it maintains regular accounts and its work is going on through employer employee relationship, systematically for satisfaction of human needs and it has its website also. He stated that the first party is thus an industry.

11. In his cross-examination, the second party stated that N.C.L. is an independent body under parental body C.S.I.R. but he had no knowledge whether C.S.I.R. is under Ministry of Science and Technology of Government of India. It is the fact that C.S.I.R. is under Ministry of Science and Technology of Govt. of India. The second party did not know under which rules the facilities of provident fund, promotions, increments, leaves, pension and loan are provided. He stated that in all the orders received by him the name of only N.C.L. is there. He admitted that N.C.L. does research in chemicals. He stated that he had made C.S.I.R. a party to this proceeding and he has knowledge that Ref. (I.T.) No. 46/01 dt. 15-11-03 is challenged before Hon'ble High Court. He stated that the administrative personnel of the first party are designated under Class I and Class II categories and he had no knowledge if those classes are under government posts. He stated that he was in Class III and it was not a government post and he did not know if his post comes under C.C.S. rules. He stated that he did not know which rules were applicable to him. He was unable to tell if the Prime Minister of India is the President of C.S.I.R.

12. In this regard, the witness for the first party Prema Balakrishnan has stated that the first party is not an industry and the present reference is defective as C.S.I.R. is not made a party to it. She stated that the employees of C.S.I.R. including N.C.L. were governed by Central Civil Service Rules and Central Administrative Tribunal is the forum to decide the disputes and equally efficacious remedy is available to the second party to challenge his compulsory retirement. Regarding N.C.L., she stated that it is not an industry, it has no profit or loss account and it does purely scientific research and such research activities aimed for the advancement of the scientific knowledge/betterment of the masses cannot be treated as trade or commerce and such institutes are not covered by the term industry as defined under the Industrial Disputes Act, 1947. As per her

version, the first party is not a trade or commercial organization and its employees are governed by the Central Civil Service Rules.

13. Prema Balakrishnan stated in her cross examination that the first party maintains systematic accounts and works for the betterment of masses and for the satisfaction of human needs. She stated that she said that N.C.L. is not an industry on the basis of the Special Leave Petition pending before the Hon'ble Apex Court, Writ Petition before the Hon'ble High Court and CCS Rules applicable to them. Prema Balakrishnan further stated that the first party is giving Provident Fund, pension, increments and loan facility to the employees, it maintains muster rolls, there are categories of Scientific, Non-scientific, technical and non-technical. It does research work and project for chemical and pharmaceutical companies, taking patents for research for itself and other pharmaceutical and chemical companies. It does testing for its customer industry in chemical and pharmaceutical field and it charges for what it does for others. It has its own land, building, colony, hospital and medical center.

14. Id. Adv. Mr. R.P. Shaligram has argued that the first party is an independent unit of C.S.I.R., it is engaged in systematic activity carried on by the cooperation between the employer and the employees for satisfaction of human wants and thus it is an industry within the meaning of Section (2j) of the Industrial Disputes Act. He contended that the evidence gathered on record shows so. He has pointed out to the print out of the Website of the first party to show that the first party is an industry placed on record vide Ex. No. 56.

15. Id. Adv. Mr. R. P. Shaligram has placed reliance on the authority in Bangalore Water Supply and Sewerage Board, etc., etc., and A. Rajappa and others etc., etc. 1978 1 LLJ 349 wherein it is held that

Industry as defined in S. 2(j) and explained in Banerjis' case has a wide import.

I (a) Where (i) systematic activity; (ii) organised by co-operation between employer and employee (the direct and substantial element is commercial); (iii) for the production and or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss, i.e., making on a large-scale of (prasad or food) prima facie, there is an industry in that enterprise.

(b) Absence of profit-motive or gainful objective is irrelevant, be the venture in the public, joint or private or other sector.

(c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.

(d) If the organisation is a trade or business, it does not cease to be one because of philanthropy animating the undertaking.

This authority of Hon'ble Apex Court enlightens me while considering this issue.

16. Ld. Adv. Mr. Anilkumar has on the other hand has argued that the first party is a constituent unit of C.S.I.R. and it is under the Government, doing chemical research is the sovereign function of the Government of India and if at all any dispute is to be raised that should be before the Central Administrative Tribunal and it cannot be before this Court. He submitted that N.C.L. is not an industry.

17. Ld. Adv. Mr. Anilkumar has placed reliance on the authority in Physical Research Laboratory vs. K.G. Sharma IT 1997 (4) SC 527 wherein Appellant PRL is an institution under the Government of India's Department of Space. It is engaged in pure research in space science.

It is held in this authority that --

We are therefore of the opinion that P.R.L. is not an industry even though it is carrying on the activity of research in a systematic manner with the help of employees as it lacks that element which would make it an organisation carrying on an activity which cannot be said as analogous to carrying on of a trade or business because it is not producing and distributing services which are intended for satisfying human wants and needs, as ordinarily understood.

18. In this authority, there was no material to show that the knowledge so acquired by P.R.L. was marketable or had any commercial value. P.R.L. is engaged only in pure research in the space science whereas the N.C.L. undertakes different projects for conducting the research in the different fields to enhance quality and quantity of the product and giving boost to the industry. It also does research work and project for other chemical and pharmaceutical companies, taking patents for research for itself and other pharmaceutical and chemical companies, it does testing for its customer industry in chemical and pharmaceutical field and it charges for what it does for others.

19. In the print out of the Website of the N.C.L. Ex. 56, the mission of N.C.L. is stated as :

- To carry out R & D in chemical and related sciences with a view to eventually deliver a product, process, intellectual property, tacit knowledge or service that can create wealth and provide other benefits to NCL's stakeholders.
- To build and maintain a balance portfolio of scientific activities as well as R & D programs to enable NCL to fulfil the demands of its stakeholders, present and future.
- To create and sustain specialized Knowledge Competencies and Resource Centers within NCL which can provide support to all stakeholders of NCL.

20. From these website papers it is seen that the NCL is holding advisory consultancy. Its stakeholders are industrial customers, society and nation, scientific community and employees. Thus it is seen that the first party has industrial customers.

21. The rebutted version of the second party shows that the first party does chemical research and projects for chemical and pharmaceutical companies. it helps in taking patents for itself and other pharmaceutical companies, it helps in research, it does process development in pilot plant, it does chemical testing for customers like pharmaceutical and chemical companies and it is taking charges from the customers for all these activities, it gets various types of fees for consultation, royalty for patent and donations. All this material on record shows that the activities carried on by the first party are commercial activities and it is not exclusively doing scientific research work for itself.

22. In the present matter, it is seen that N.C.L. does not depend on the funds allocated through C.S.I.R., as it receives fees from the services rendered by it to its clients through the research work. Thus considering this, I observe that the authority in Physical Research Laboratory vs. K.G. Sharma is not applicable in this matter as the first party is carrying out systematic activity by co-operation between the employer and employees and it is for satisfaction of human wants and needs. Thus the triple test as laid down in the authority Bangalore Water Works and Sewerage Board is fully satisfied in this matter and thus I observe, conclude and hold that the first party is an industry within the meaning of section 2(j) of the Industrial Disputes Act. As the first party is an industry, there is an industrial dispute in this matter and thus this court has jurisdiction to try this matter. The present proceeding is found maintainable before this court on this count. With this view of the matter, holding it accordingly, I answer the preliminary issue no. 1 in the affirmative and proceed to pass the following order :

ORDER

1. The first party is an industry within the meaning of Section 2(j) of the Industrial Disputes Act.

2. The reference now to proceed for next stages.

Pune : Dt. 27-2-2012

M. S. BODHANKAR, Presiding Officer

नई दिल्ली, 23 मार्च, 2012

का.आ. 1413.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-2/54 ऑफ 2002 में शिकायत सं. सी.जी.आई.टी.-2/1 ऑफ 2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 14-02-2012 को प्राप्त हुआ था।

[सं. एल-12025/1/2010-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 23rd March, 2012

NOTICE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Complaint No. CGIT-2/1 of 2007 in Ref. No. CGIT-2/54 of 2002) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workmen, which was received by the Central Government on 14-02-2012.

[No. L-12025/1/2010-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENTER: K.B. KATAKE, Presiding Officer
Complaint No. CGIT-2/1 of 2007

IN

Ref. CGIT-2/54 of 2002

Mumbai Port Trust
Dock and General Employees Union
Port Trust Kamgar Sadan
Nawah Tark Road, Mazgaon,
Mumbai 400 010. ...Complainant

V/s.

The Chairman
Mumbai Port Trust
Port House, S.V. Marg,
Ballard Estate,
Mumbai 400 011. ...Opposite Party

APPEARANCES:

For the Complainant : Mr. J.H. Sawant,
Advocate
For the Opposite Party : Mr. Umesh Nabar,
Advocate

Mumbai, dated the 19th January, 2012

AWARD

1. The Mumbai Port Trust Dock and General Employees Union has filed this complaint against Mumbai Port Trust for violation of provisions under Section 33-A of Industrial Disputes Act.

2. According to the complainant, the opposite party has contravened the provisions under Section 33 of the Industrial Disputes Act, 1947 by altering the service conditions of the five workmen out of the twenty Tally Clerks concerning the dispute during the pendency of Ref. CGIT-2/54 of 2002. It is contended that the Opposite party has wrongfully given promotion to the post of Clerk Grade-II w.e.f. 9-1-2007 to the employees junior to the 5 workmen involved in the reference causing prejudice to them. It is

prayed to hold and declare that the opposite party has contravened the provisions of Section 33 of the I.D. Act and to set aside the order of promotion to the junior employees.

3. Opposite party resisted the complaint by filing its written statement Ex-7. According to the opposite party the complaint of the complainant is misconceived and malafied since the employees whose further promotions have been challenged by the complainant are not the workmen concerned in the above reference. They pray that the complaint be dismissed with costs. Thereafter the matter was fixed for evidence of the complainant.

4. Meanwhile on the request of both the parties, matter was kept in the lok-adalat. The matter is settled, thus the Advocate for the complainant by his purshis Ex-9 prayed to dispose of this complaint. Accordingly, vide Ex-10, matter was placed before this Tribunal for orders. Hence the order :

ORDER

The matter is settled in Lok-adalat. The complaint is dismissed for want of prosecution vide Ex-9 and 10.

Date : 19-01-2012

K. B. KATAKE, Presiding Officer
Ex. No. 9

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI COMPLAINT NO. CGIT-2/1 of 2007

IN

Reference No. CGIT-2/54 of 2002

Mumbai Port Trust Dock
and General Employees Union ...Complainant
V/s.

The Chairman,
Mumbai Port Trust ...Opponent
Application for disposal of the Complaint for want of
prosecution

MAY IT PLEASE YOUR HONOUR

your Honour may be pleased to dispose of the above complaint for want of prosecution as the Reference No. CGIT-2/54 of 2002 has been decided in favour of the Complainant.

Mumbai

Date : 9-12-2012

(JAIPRAKASH SAWANT)
Adv. for Complainant

Ex. No. 10

PROCEEDING BEFORE THE LOKADALAT HELD ON 19th JANUARY, 2012

Panel Members : Shri M. B. Anchan, Adv.
Shri S. V. Alvu, Adv.
Shri A.M. Koyardi, Adv.

COMPLAINT NO. CGIT-2/1 of 2007

MBPT Dock and General Employees Union ...First Party

Mumbai Port Trust ...Second Party

Present :

For the First Party : Shri Jaiprakash Sawant,
Advocate present

For the Second Party : Shri Umesh Nabar,
Advocate present

The above matter is taken on board on request of Parties. 1st Party Union filed an Application dated 19-1-2012 stating that union is not interested in pursuing the Complaint.

The said Application dated 19-1-2012 is taken on record. Sent for passing necessary order.

(Shri J. Sawant Adv. Union) (Umesh Nabar, Adv. for 1st Party) Sh. Anchan (Alvu, Adv.) (Koyardi Adv.)

नई दिल्ली, 23 मार्च, 2012

ख.अ. 1414.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. मझगांव डोक लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-2/47 ऑफ 2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 09-03-2012 को प्राप्त हुआ था।

[सं. एल-12025/1/2010-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 23rd March, 2012

S.O. 1414.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Part-II (Ref. No. CGIT-2/47 of 2011) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Mazgaon Dock Ltd. and their workman, which was received by the Central Government on 09-03-2012.

[No. L- 12025/1/2010-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT****INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT : K. B. KATAKE, Presiding Officer

REFERENCE NO. CGIT-2/47 of 2011

EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/S. MAZGAON DOCK LTD.

Mazgaon Dock Ltd.

Dockyard Road

Mazgaon

Mumbai 400 011.

AND**THEIR WORKMEN**

Shri Raghunath Kondiba Ithape

5, Gope Niwas

275, Sion Matunga Road

Sion

Mumbai 400 022.

APPEARANCES:

For the Employer : Ms. Neelima Satope,
Advocate.

For the Workman : Mr. Vinay Menon,
Advocate.

Mumbai, dated the 1st February, 2012

AWARD

As per the Order of the Hon'ble High Court, this reference is transferred from State Labour Court, Mumbai. Few facts gathered from the pleadings of the party in nut shell are as follows:

2. The second party workman was serving with the first party company as a Security Guard. He has served for 22 years. According to him false chargesheet was issued to him alleging that on 2-2-1996 while he was on duty it is alleged that he left the duty point at about 9.30 p.m. and was absent till 10.25 p.m. It is further alleged that when he returned at about 10.25 p.m. he was under the influence of alcohol. It is also alleged that during his working hours, theft took place and property worth Rs.10,000 of company was stolen. He was placed under suspension and inquiry was initiated against him. The inquiry officer examined the witnesses. He conducted the inquiry. It is alleged that he did not give sufficient opportunity to the workman. Inquiry was conducted in English. Workman does not know English. there is violation of principles of natural justice. The findings of the inquiry officer are also not based on the evidence on record. They are perverse. The inquiry officer held the workman guilty and on the basis of his report the management terminated the services of the workman.

3. The workman raised industrial dispute before the State ALC. As conciliation failed, on report of ALC the reference was sent to the State Labour Court, Bandra. The workman prays that as inquiry was not fair and proper, and findings are perverse, therefore, order of termination of his services be set aside and he be reinstated to the service of first party with full back wages and consequential benefits.

4. The first party company appeared before the State Labour Court. They resisted the statement of claim vide their written statement Ex-(C-2). According to them, on 2-2-1996 the workman was on second shift duty from 3.00 p.m. to 11.00 p.m. as a Duty Sepoy at gate no.9, Alcock Yard. It was reported that without permission he left the place of his duty at about 21.30 hrs. and he was absent till 22.25 hrs. It is also reported that when he returned back, he was heavily drunk and was under the influence of alcohol,

was unable to control himself, therefore other Sepoy, Thapa assisted him upto the gate. He vomited three/four times and at about 22.45 hrs. he left the place of his duty unauthorisedly without handing over charge to his reliever or without seeking permission of the security officer. It was also reported that during his working hours company's property worth Rs.10,000 was stolen. It is also reported that on 10-02-1996 he refused to accept the order of suspension from the security officer, K.B.Chitnavis and became furious. Therefore chargesheet was issued to him for the charges. Inquiry officer was appointed. He explained the charges to the workman. He examined as many as six witnesses. Sufficient opportunity was given to the workman to cross examine the witnesses. Opportunity was also given to him to lead his evidence. Inquiry Officer submitted his report to the management. Copy of the report was sent to the workman. He was called upon to file his say. After considering the report and findings of inquiry officer and the say of the workman, the Management terminated the services of the workman as he was found guilty for gross misconduct. The inquiry officer has given sufficient opportunity to the workman to defend himself. The inquiry was conducted in Marathi. It was recorded in English. The inquiry was fair and proper. The findings of the inquiry officer are based on the evidence on record. They are not perverse. Therefore the management prays that the reference be dismissed with cost.

5. The Id. Labour Judge framed the issues at Ex-(O-4). He recorded the evidence of both the parties. He heard the arguments of both the advocates. He passed Award Part-I dtd. 29-01-2011. The said award was challenged by the management in Writ Petition no.765 of 2011. The Hon'ble High Court by its order dtd. 27/6/2011 set aside the award and order of the Id. Judge, Second Labour Court. The Hon'ble High Court directed the Labour Court to transfer the reference to this Tribunal for adjudication with a direction to dispose of the reference within 6 months from the date of transfer of the reference.

6. Following are the issues framed by my Ld. Predecessor at Ex-(O-4). I record my findings thereon for the reasons to follow:

Sr. no.	Issues	Findings
1.	Does the second party workman prove that the inquiry was not fair and proper?	No
2.	Does it prove that the inquiry officer was not having evidence to give findings as given in the inquiry?	Yes
3.	Is finding perverse?	Yes
4.	Is punishment disproportionate?	Does not arise
5.	Does the first party prove that it had good reason to terminate the employment of the second party workman?	No

- | | | |
|----|--|--------------------|
| 6. | Is second party workman entitled for reinstatement? | Yes |
| 7. | Is he entitled for back wages and continuity of service? | As per final order |
| 8. | What order? | As per final order |

REASONS

Issue no. 1:—

7. In fact the issue is framed in a negative manner. However as evidence is already recorded and arguments are over, therefore it will not be proper to recast the issues. Furthermore I would like to point out that this issue is in respect of the point whether the inquiry held against the workman was fair and proper. Therefore instead of clinging over the technicality I would like to decide the point as to whether the inquiry is fair and proper. In this respect the Id. Adv. for the workman submitted that the workman does not know English and the inquiry officer has recorded the proceeding in English. He further submitted that the inquiry officer did not give option to the workman to choose the language of inquiry. He further pointed out that there is no such endorsement on the inquiry proceeding that he had given the option to the workman to choose the language for conducting the inquiry. Therefore he submitted that the inquiry was not fair and proper. In support of his argument the Id. Adv. resorted to Apex Court ruling in State Bank of Patiala and Ors V/s. S.K.Sharma AIR 1996 SC 1669 wherein the Hon'ble Court in respect of procedure in inquiry proceeding observed that;

“Violation of any and every procedural provision cannot be said to automatically vitiate the inquiry held or order passed. Except cases falling under no notice, no opportunity and ‘no hearing’ categories the complaint of violation of procedural provision should be examined from the point of view of prejudice viz. whether such violation has prejudiced the delinquent officer/employee in defending himself properly and effectively.”

Hon'ble Court in this case has given number of other guidelines in respect of the inquiry proceedings.

8. The Id. Adv in this case has given much stress on the point that the inquiry officer ought to have given choice to the workman to choose the language. In the case at hand there is no endorsement to that effect. He further pointed out that the inquiry proceeding is recorded in English. Therefore according to him it amount to violation of principle of natural justice. In support of his argument the Id. Adv resorted to Bombay High Court ruling in Nandini Mehta V/s. Amol Kate and Shubhangini Kanade 2003 III CLR 856 wherein the Hon'ble court observed that;

“... the record nowhere discloses that such an opportunity to make choice being offered to the workman, and on the contrary, the decision of inquiry officer in that regard was merely intimated to the workman, it is apparent that mandatory requirement

of the standing order was not complied with by the inquiry officer."

In that case without giving choice to the workman, the management has contended that workman had waived her right to choose the language. The Hon'ble court therefore further observed that;

"The question of waiver can arise only when the workman was made aware of the said right and yet she had not either opted to exercise the same or that she had consented for the waiver of the said right. Once the record nowhere discloses any of such things there is no scope to contend that the workman, in the case at hand had waived her right as regard the choice of language in which the inquiry was to be conducted."

9. However in this respect I would like to point out that inquiry in that case was held in English. On the otherhand in this case the inquiry officer has stated on oath in his affidavit at Ex-C-7 that he explained the charges to the workman in Marathi. He also says on oath that the inquiry was conducted in Marathi and proceeding was recorded in English. There is also endorsement in the inquiry proceeding at page no. 89 made by Inquiry Officer that he explained the charges to the workman in Marathi language chosen by the workman. It indicates that in the case at hand option was given to the workman to choose the language for inquiry and he has chosen Marathi language and the charge was explained to him in Marathi and the inquiry proceeding was conducted by the inquiry officer in Marathi. Furthermore I would like to point out that the version in the affidavit of inquiry officer that he explained the charge in Marathi and conducted the inquiry in Marathi is not denied in his cross examination. So also the worker has not contended in his affidavit that charge was not explained to him in Marathi and that, inquiry was not conducted in Marathi. From these facts on record it is clearly revealed that the inquiry was conducted in Marathi i.e. the language chosen by the workman. Merely for the convenience, the inquiry officer has recorded the proceeding in English. Workman has admitted in his cross that his representative was knowing English.

10. On the point Bombay High Court ruling can be resorted to in National Organic Chemicals Ltd. & Ors. V/s. Pandit Ladku Patil 2008 III CLR 716 wherein the inquiry was conducted in Marathi and the evidence was recorded in English. The Hon'ble Court held that, the inquiry cannot be quashed for following such a procedure of recording evidence in English. The same principle was laid down in Navinkumar B. Panchal V/s. Godrej Boyce Manufacturing Co. Ltd. & Ors. 2004 I CLR 47. In this backdrop it cannot be said that the inquiry officer has violated the principles of natural justice.

11. In the light of above ruling and facts and circumstances of the case, the ratio laid down in the rulings cited on behalf of the second party are not attracted to the

set of facts of the present case. In short, the inquiry officer has followed the procedure and conducted the inquiry in a proper and fair manner. Accordingly I decide this issue no.1 in the negative.

Issues nos. 2 and 3:—

12. Both these issues are co-related and meaning thereof is the same. Therefore they are discussed and decided simultaneously. The inquiry officer herein held the second party workman guilty for the misconduct of absent from the duty, consuming alcohol during the duty hours and causing loss of Rs.10,000 to the first party. In this respect the Id. Adv for the first party submitted that the findings of the inquiry officer are based on the evidence on record i.e. in the light of evidence of the witnesses who were present on the spot of incident. In this respect the Id. Adv. for the second party rightly pointed out that none of the witnesses have stated anything on oath before the inquiry officer about the alleged misconduct of absence from duty, coming on duty under influence of liquor and loss of Rs.10,000 due to theft etc. He pointed out that the presenting officer has put merely few questions to the witnesses who were present at the time of alleged incident. However no question was put to these witnesses about the alleged misconduct of not attending duty or missing from duty for an hour and returning under influence of liquor etc. On the other hand, the Presenting Officer has shown the signatures of the witnesses on their respective statements alleged to have recorded by Mr. Yadav who had alleged to have investigated the misconduct. Such statements though bear signatures of the respective witnesses, these statements are in English and were recorded during the investigation. Admittedly witnesses do not know English. Therefore merely identifying the signatures on the statements by the respective witnesses during the departmental inquiry would not suffice the purpose. Such a statement cannot be read in the evidence which is not-recorded before the inquiry officer. These statements were recorded in English by investigating officer. Admittedly these witnesses and second party workman do not know English. Therefore by merely identifying the signature on their respective statements is not sufficient to read these statements in evidence. These witnesses do not say on oath anything about the incident before inquiry officer. According to the Id. Adv. for second party there is absolutely no evidence on record to show that the second party had left his duty point in between 9.30 p.m. to 10.25 p.m. as has been alleged. There is also no evidence on record that the second party returned to his duty at 10.25 p.m. in a heavily drunken condition and that he vomited there three four times.

13. On the point the Id. Adv for the first party submitted that in the departmental inquiry, provisions of evidence act are not followed strictly. Therefore according to him such statements recorded by investigation officer and proved before inquiry officer can very well read in the

evidence. In this respect I would like to point out that though the provisions of Evidence Act are not strictly followed in the departmental inquiry, however the basic principle of law of evidence cannot be lost sight of. Therefore the statements recorded by investigating officer in English cannot be read in evidence in the inquiry proceeding as merely the witnesses have identified their respective signatures on their statements when they are not knowing English. Furthermore the second party was also not sent for medical examination. No police complaint was filed against him. In short the charges leveled against the second party are not supported by evidence on record. The inquiry officer erred in relying upon these statements of the witnesses to record the findings as they were not recorded before him. In short, there was absolutely no evidence before the inquiry officer to hold the workman guilty of any of the charges levelled against him. In this backdrop, I come to the conclusion that the findings of the inquiry officer are perverse. Accordingly I decide these issues nos. 2 and 3 in the affirmative.

Issues nos. 4, 5, 6 and 7:—

14. All these issues are co-related therefore they are discussed and decided simultaneously. As the findings of inquiry officer are found perverse, the punishment of termination deserves to be quashed. In this respect the Id. Adv. for the second party also submitted that the second party had served with the first party for about 22 years. None of the witnesses have seen him at any point of time consuming alcohol. They have admitted the said fact in their respective statements recorded before the inquiry officer. Furthermore from the evidence of these witnesses it is revealed that witness Thapa and witness Gaikwad were present near Gate no. 9 where second party workman was deployed. The Id. Adv. further pointed out that the workman had gone to take round and he is falsely implicated in the case. He further submitted that his previous conduct of last 22 years was not taken into account by the inquiry officer and the management as well. In this backdrop the Id. Adv. for the second party submitted that even presuming for the sake of argument that the workman has left the duty point for about an hour to take a round, the punishment of termination of his service is shockingly disproportionate.

15. In the case at hand the findings of the inquiry officer are found to be perverse. Therefore the punishment of termination of his services deserves to be quashed and set aside. The workman is entitled to be reinstated. In respect of back-wages, the fact is not disputed that the workman is not on duty since the date of his suspension i.e. since 10-02-1996. In short the second party workman is not on duty since last more than 15 years. By granting full back wages the company has to pay huge amount to the second party workman without availing his services. In the circumstances, it would not be proper to grant him full back wages. During this period the workman may have also worked to earn his bread and butter.

16. In this respect I would like to point out that, there are many cases of like nature and it is the need of the time to make some provision by which the workmen who are charged for minor misconduct or whose case of misconduct prima facie appears weak, such workmen should be allowed to continue to work till decision of the reference. Such a provision is necessary to avert the national waste. By awarding full back wages it would be unnecessary burden on the first party ultimately on the State exchequer. Likewise not granting any back wages would be injustice to the workman. In this backdrop, to meet the ends of justice, I think it proper to grant him back wages at the flat rate of 20% of his last pay with all pensionary and other benefits. Accordingly I decide the issue no. 4 as does not arise, issue no. 5 in the negative, issue no. 6 in the affirmative and issue no. 7 partly in the affirmative. Thus I pass the following order:

ORDER

1. The inquiry held against the second party workman is found to be fair and proper.
2. The findings of the inquiry officer are declared to be perverse.
3. The order of first party terminating the services of the second party workman is hereby set aside.
4. The workman is reinstated forthwith with continuity of service and all pensionary and other benefits with flat 20% back-wages of his last pay.
5. No order as to cost.

Date: 01-02-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 23 मार्च 2012

का.आ. 1415.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियेन्टल बैंक ऑफ कामर्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ एफ. सी. संख्या 6/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-3-2012 को प्राप्त हुआ था।

[सं. एल-39025/1/2010-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 23rd March, 2012

S.O. 1415.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. L. C. No. 6/2009) of the Central Government Industrial Tribunal/Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 6-3-2012.

[No. L-39025/1/2010-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT HYDERABAD****PRESENT :- Sri VED PRAKASH GAUR,**
Presiding Officer

Dated the 1st day of February, 2012

INDUSTRIAL DISPUTE No. 6/2009**Between:**

Sri Irude Polisetti,

S/o Ramiseti,

R/o 5-12-181-SA, Plot No.176,

Mangapuram Colony,

Meerpet, Moulali Ali,

Hyderabad.

...Petitioner

AND

1. The General Manager,

Oriental Bank of Commerce,

1st floor, Maharshi House Rd-3,

Regional Officer, Banjara Hills,

Hyderabad.

2. The Chairman and Managing Director,

Oriental Bank of Commerce,

Harsha Bhavan, E-Block,

Cannought Place,

New Delhi.

...Respondents

Appearances :For the Petitioner : M/s. R. Yogender Singh,
C.V.N. Rama Krishna and
S. Maheshwarudu,
AdvocatesFor the Respondent : Sri K. Lakshminarayana,
Advocate**AWARD**

Petitioner Sri I. Polisetti has filed this petition under Sec. 2 A (2) of the I.D. Act, 1947 to quash the termination order dated 8-11-2007 and to reinstate the Petitioner as office boy/peon in the Respondent bank.

2. It has been alleged by the Petitioner that he was engaged as office boy in the Global Trust Bank w.e.f. 1-1-2004 through outsourcing agency i.e., Spraks Security Services on regular basis. Petitioner attended the duties upto 25-11-2005 without any break. That being so, Global Trust Bank was absorbed in Oriental Bank of Commerce and employees of Global Trust Bank were absorbed in Oriental Bank of Commerce along with runners/office boys and all those persons who were similarly situated on par with the Petitioner.

3. Exercising option for absorption in Oriental Bank of Commerce was fixed as 12-11-2005 and Petitioner exercised his option by submitting application dated 10-11-2005 in view of guidelines and circulars dated 28-10-2005 (Annexure-I). It is further alleged that Petitioner was appointed as regular peon and he never deserted his job. However, to the astonishment of the Petitioner a communication dated 14-11-2005 was received by the Petitioner in which it was stated that the Petitioner has left his job on 10-7-2005. The Petitioner was working under the bank management. To prove this fact Petitioner filed certificate dated 25-11-2005 along with copy of the correspondence dated 14-11-2005. Later on the bank also issued a letter dated 21-11-2005 correcting the earlier mistake and informed the higher authorities that the Petitioner was working on the specified date and forwarded application for needful action, nothing came out of that proceeding, thereafter Petitioner submitted representation dated 29-11-2007 to regularize his services but Petitioner was informed that his services were terminated w.e.f. 8-11-2007 by rejecting his candidature. Thus, action of the management is illegal, arbitrary and violative of principles of natural justice because, (i) the Petitioner was engaged for more than 240 days as on date of issuance of circular dated 28-10-2005 and (ii) the Petitioner was never engaged as Pantry boy which is evident from the proceeding dated 21-11-2005. The management has failed to follow the procedure laid down in circular while rejecting the services of the Petitioner.

4. It is further alleged that other persons similarly situated as that of the Petitioner were absorbed by the bank management and therefore discrimination has been done by the management in not absorbing the services of the Petitioner and hence this Petitioner to quash the termination order and reinstatement into the service of the bank.

5. Management has filed counter statement alleging therein that the Petitioner was never employed by the management of Oriental Bank of Commerce. There was no relationship of employer and employee between the management and the Petitioner. No letter of appointment was issued to the Petitioner nor salary was paid by the management of the Respondent bank to the Petitioner. The management has stated that Global Trust Bank was merged into Oriental Bank of Commerce vide Government of India notification No.F.No.15/2/2004-BOA (i) & (ii) dated 13-8-2004. The scheme of amalgamation with Global Trust Bank is a statutory scheme framed under the Banking Regulation Act. The provision under Chapter-V of the scheme relates to employment of the existing employees of Global Trust Bank which does not cover up the present claimant.

6. It has further been alleged that the Petitioner himself has claimed to be engaged in Global Trust Bank through outsourcing agency M/s. Sparks Security

Services as maintenance boy performing the duties of cleaning the branch premises and pantry services in Global Trust Bank but not as an office boy/runner. As such, Petitioner can not be considered as workman either by erstwhile Global Trust Bank or workman of present Oriental Bank of Commerce. The Petitioner is not workman within the definition of Sec.2(s) of Industrial Disputes Act, 1947. There is no relationship of employee and employer.

7. It is alleged that after merger of the Global Trust Bank with the Oriental Bank of Commerce the Respondent was under no obligation to absorb employees of outsourcing agency. However, the Respondent bank sought permission from the Government to absorb the Data Entry Operators/Runners/Office Boys who were working with the branches of erstwhile Global Trust Bank through outsourcing agency. After seeking permission from the Government guidelines were approved by the Board of Directors of bank. Pursuant to that guidelines, circular dated 28-10-2005 was issued/provided that only those persons who have worked through outsourcing agencies with erstwhile Global Trust Bank as on date of amalgamation i.e., 14-8-2004 will be eligible for consideration for absorption subject to fulfilling other conditions of eligibility criteria.

8. As per circular dated 28-10-2005 only data entry operators/runners/office boys were eligible for consideration for absorption subject to fulfilling other conditions. Petitioner was working as maintenance boy performing the duties of cleaning the branch premises and pantry services in Global Trust Bank but not as an Office Boy/Runner and was not found eligible for absorption as per circular dated 28-10-2005 and he was informed accordingly.

9. It has further been alleged by the bank that experience certificate dated 12-11-2005 shows his designation as maintenance boy which does not confirm the laid down procedure. As per circular dated 28-10-2005, the Petitioner was performing duties of cleaning of the bank premises and was not working as office boy, hence, he was not employed by the bank. Petitioner's letter dated 25-11-2005 was not attached with the list of the documents he submitted to the bank as such, no comment can be done on the said record. The Petitioner was not found eligible for absorption in the service hence, he was not absorbed. The petition is devoid of merit and hence, deserves to be rejected.

10. Both parties were directed to file their respective evidence. Petitioner has filed his examination in chief and presented himself for cross-examination. Petitioner marked documents Ex. W1 to W9. Respondent produced Sri J.P. Sarma as management witness and he was cross-examined by the counsel for Petitioner. He did not mark any document on behalf of management.

11. Heard counsels for parties. This Tribunal has to consider the following points in this case:-

(I) Whether the action of the management in terminating the services of Petitioner dated 8-11-2007 is arbitrary, illegal and violative of rules mentioned in circular dated 28-10-2005 ?

(II) Whether the Petitioner is entitled to be reinstated ?

(III) If so, to what relief the Petitioner is entitled and to what extent ?

12. **Point No. (I)** It is an undisputed fact that Petitioner entered into service of Global Trust Bank through outsourcing agency, M/s. Sparks Security Services on 1-1-2004 and he continuously worked upto 7-11-2007. It is also undisputed fact that Global Trust Bank merged with Oriental Bank of Commerce and all the employees of the Global Trust Bank were absorbed in the services of Oriental Bank of Commerce. It is also undisputed between the parties that the bank management took a decision to absorb and adopt those employees of the Global Trust Bank who were working through outsourcing agency on the posts of computer operator, office boy and runner etc.. The bone of contention of the Petitioner is that the Petitioner has worked as office boy through outsourcing agency whereas the Respondent's allegation is that the Petitioner worked as pantry boy and house keeping boy. In the light of these allegations and counter allegations this Tribunal has to resolve whether the Petitioner was discharging the work of an office boy as claimed by him or he was simply pantry boy doing work of house keeping.

13. To prove the above fact Petitioner filed his affidavit by way of examination in chief. In para 8 of his affidavit the Petitioner has stated that he along with Md. Mahaboob Ali, D R Vittal, K. Sombabu, A. Subrahmanyam and M.D. Anwar were engaged by Respondents and all of them were shown as maintenance boys except, M.D. Mahaboob Ali who had been shown as Gunman and D.R. Vittal as Runner Boy. He has further stated that remaining maintenance boys were absorbed by Respondent but that facility was denied to the Petitioner. He has filed attendance register duly attested by the Branch Manager Ex. W 6 to prove that he was a maintenance boy working in the office of the Global Trust Bank. He has further stated that the bank formulated one time absorption scheme wherein it was provided that those who were working in the bank on 14-8-2004 in the capacity of computer operator, runner boy, office boy they will be absorbed in the services. They were given an opportunity to exercise their option by submitting application. The Petitioner submitted his application of option on 10-11-2005, i.e., before the dead line fixed by the Respondent management. The Petitioner has further stated that management has filed counter affidavit in which the management itself has admitted that the Petitioner's designation was of maintenance boy but as per the criteria

laid down by the management maintenance boy were not fit to be absorbed in the banking services.

14. I have considered this aspect of the matter and have gone through the counter filed by the management. In para 8 of their counter statement, the management has stated that experience certificate dated 12-11-2005 produced by the Petitioner shows that he was employee of the agency and the designation was maintenance boy. In para 3 of the comments, the management has alleged that Petitioner was reportedly working as maintenance boy performing the duties of cleaning the branch premises and pantry services, he was not working as office boy or runner boy; as such, he was not eligible for absorption. However, the Petitioner has filed daily attendance register Ex. W6 and W7 in which K. Sombabu, A. Subrahmanyam and I. Polishetty all these three persons have been designated as maintenance boys. In form of application Ex. W9, it was shown that the Petitioner has performed the duty of cheque stamping, cash stapling, house keeping, cheque book stapling, voucher bundle stitching. These papers have been marked by Petitioner in his statement and management witness Sri J. P. Sharma has accepted that management has not disputed the veracity of Petitioner's documents. It proves that the documents produced by Petitioner are genuine in which detailed nature of work done by Petitioner has been described. Respondent witness has admitted during cross examination that Respondent has not clarified or defined the nature of work performed by runner staff or office boy and maintenance boy. The management witness has further accepted that as per Ex. W6, names reflecting at Sl.No.3 to 6 are of maintenance boys. He has further accepted that management has not challenged the veracity of the documents filed by the Petitioner in this case. Though he has denied the allegation that the management has discriminated the Petitioner for not regularising or absorbing in the bank's services in comparison to other persons mentioned at Sl.Nos. 3,4 and 5.

15. Respondent's witness was asked whether the persons mentioned at Sl.Nos 6 to 9 were regularized in the service or not, to this question the management witness has shown his ignorance. But, the management witness has not denied that these persons were not regularized by the management. Not only that the management witness has further stated that the name of the Petitioner was referred for consideration through Ex. W2 under the bank policy. Ex. W2 is a paper issued by the Branch Manager. Wherein he has informed the head quarters that Petitioner is working as additional office boy. The management has not been able to file a single paper to prove its claim that Petitioner was a pantry boy or he was doing only house keeping job. As against this, the papers filed by the Petitioner shows that he was maintenance boy. He has stated on oath that other maintenance boys were absorbed by the management only Petitioner was discriminated by

the management. This material fact has not been denied by the management. Thus, this Tribunal has come to a definite conclusion that the Petitioner workman was working as an office boy/maintenance boy like other persons, which is not denied by the management. As such, from the evidence available on the record, this Tribunal is of the view that the Petitioner was not a pantry boy nor he was performing house keeping job as disclosed in Ex. W9. He was office boy discharging the duty of an office attendant, through outsourcing agency on the stipulated date i.e., 14-8-2004 and 12-11-2005 maintenance boys who were working along with the Petitioner were absorbed by the management. Thus, the management has acted arbitrarily and illegally in exercising its inherited power management has not acted in a partial manner in not absorbing the Petitioner and discriminating the Petitioner with other similarly situated persons as such, the management has violated the rules and directions contained in circular dated 28-10-2005, the action of management is illegal, arbitrary and discriminating in not absorbing the Petitioner in the service of bank, there is violation of principles of natural justice and its order dated 8-11-2007 is arbitrary, illegal and liable to be quashed. Point No.(I) is decided accordingly.

16. Point Nos.(II) & (III) : The evidence available on the record in form of oral as well as documents proved that the Petitioner was illegally discriminated though he was entitled to be absorbed in banking services who was serving on the alleged date of absorption as office boy and his other allegations that persons who were similarly situated as that of the Petitioner were absorbed in service. Thus, the management has acted illegally, arbitrarily and in partisan manner as such, the action of management is malafide, arbitrary and violative of principles of natural justice. The termination order is illegal and deserves to be quashed and Petitioner is entitled to be reinstated and absorbed in the services of Oriental Bank of Commerce. This petition deserves to be allowed. Point Nos.(II) & (III) are decided accordingly.

17. In the result, Petition is allowed. Management of Oriental Bank of Commerce is directed to reinstate the Petitioner as office/maintenance boy. The Petitioner shall be entitled to receive 1/3rd of the pay from date of dismissal to the date of reinstatement. The management is directed to reinstate the Petitioner within two months from the date of receipt of this award. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 1st day of February, 2012.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

WW 1: Sri I. Poliseti

Witnesses examined for the Respondent

MW 1: Sri J. P. Sharma

Documents marked for the Petitioner

- Ex.W1: Copy of circular dt. 28-10-2005
 Ex.W2: Copy of letter dt. 14-11-2005 to the DGM, regl. office, Hyderabad absorption of runners-office boys by Sr. Manager
 Ex.W3: Relieving certificate of contractor
 Ex.W4: Copy of lr. reg. absorption of office boy I. Poli Setti dt. 21-11-2005 by Sr. manager to DGM of RI
 Ex.W5: Office copy of lr. No. HO/HRD/Global Trust Bank 86/0520 dt. 8/13-11-2007
 Ex.W6: Copy of daily attendance sheet for the month of August, 2004
 Ex.W7: Copy of Salary particulars for the month of August, 2004
 Ex.W8: Service certificate dt. 12-11-2005
 Ex.W9: Copy of application of Petitioner

Documents marked for the Respondent

NIL

नई दिल्ली, 23 मार्च, 2012

का. आ. 1416.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/54 ऑफ 2002 में शिकायत सं. सी.जी.आई.टी.-2/2 ऑफ 2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 14-02-2012 को प्राप्त हुआ था।

[सं. एल-12025/1/2010-आईआर (बी-11)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 23rd March, 2012

S.O. 1416.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Complaint No. CGIT-2/2 of 2003 in Ref. No. CGIT-2/54 of 2002) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 14-2-2012.

[No. L-12025/1/2010-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT**

K. B. KATAKE, Presiding Officer

COMPLAINT NO. CGIT-2/2 of 2003

IN

Ref CGIT-2/54 of 2002

Mumbai Port Trust Dock and General Employees Union
 Port Trust Kamgar Sadan
 Nawab Tank Road, Mazgaon
 Mumbai 400 010. : Complainant

V/s

The Chairman
 Mumbai Port Trust
 Port House, S.V. Marg,
 Ballard Estate
 Mumbai 400 001. : Opposite Party

APPEARANCES:

FOR THE COMPLAINANT : Mr. J.H. Sawant,
 Advocate.

FOR THE OPPOSITE PARTY : Mr. Umesh Nabar,
 Advocate.

Mumbai, dated the 19th January 2012.

AWARD

1. The Mumbai Port Trust Dock and General Employees Union has filed this complaint against Mumbai Port Trust for violation of provisions under Section 33-A of Industrial Disputes Act.

2. According to the complainant, the opposite party has contravened the provisions under Section 33 of the Industrial Disputes Act 1947 by altering the service conditions of the twenty Tally Clerks concerning the dispute during the pendency of Ref. CGIT-2/54 of 2002. It is contended that the Opposite party has wrongfully given promotion to 4 Class-IV employees causing prejudice to the 20 workmen involved in the reference. It is prayed to hold and declare that the opposite party has contravened the provisions of Section 33 of the I.D. Act and to set aside the order of promotion to 4 Class-IV employees.

3. Opposite party resisted the complaint by filing its written statement Ex-7 According to the opposite party the complaint of the complainant is misconceived and malafied since the employees whose further promotions have been challenged by the complainant are not the workmen concerned in the above reference They pray that the complaint be dismissed with costs. Thereafter the matter was fixed for evidence of the complainant.

4. Meanwhile on the request of both the parties, matter was kept in the Lok-Adalat. The matter is settled, thus the advocate for the complainant by his purshis Ex-

12 prayed to dispose of this complaint. Accordingly, vide Ex-13, matter was placed before this Tribunal for orders. Hence the order:

ORDER

The matter is settled in Lok-adalat.
The complaint is dismissed for want of prosecution vide Ex-12 & 13.

Date: 19-01-2012

K. B. KATAKE, Presiding Officer
EX. No. 12

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI COMPLAINT NO. CGIT -2/2 of 2003

IN

Reference No. CGIT-2/54 of 2002

Mumbai Port Trust Dock
and General Employees Union ...Complainant
V/s.

Mumbai Port Trust ...Respondent
Application for disposal of the Complaint for want of prosecution

MAY IT PLEASE YOUR HONOUR

Your Honour may be pleased to dispose of the above complaint for want of prosecution as the Reference No. CGIT-2/54 of 2002 has been decided in favour of the Complainant Union.

Mumbai

Date 19-1-2012

JAIPRAKASH SAWANT
Advocate for Complainant

EX. No. 13

PROCEEDINGS BEFORE THE LOK ADALAT HELD ON 19TH JANUARY 2012

Panel Members : Shri M. B. Anchal, Adv.
Shri S. V. Alvu, Adv.
Shri A.M. Koyardi Adv.

COMPLAINT NO. CGIT -2/2 of 2003

MBPT Dock and General ...First Party
Employees Union

Versus

Mumbai Port Trust ...Second Party

Present :

For the First Party : Shri Jaiprakash Sawant,
Advocate present
For the Second Party : Umesh Nabar,
Advocate present

1276 GI/2012—12

The above matter is taken on board on request of parties. 1st Party Union filed an Application dated 19-1-2012 stating that union is not interested in pursuing the Complainant.

The said Application dated 19-1-2012 is taken on record. Sent for passing necessary order.

(Shri J. Sawant Adv. for Union)
(Umesh Nabar, Adv. for 1st Party)
(Anchal, Alvu, Adv. Koyardi, Panel member)

नई दिल्ली, 23 मार्च, 2012

का. आ. 14.17.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दूल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 75/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 27-2-2012 को प्राप्त हुआ था।

[सं. एल-12012/226/1998-आईआर (बी-11)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 23rd March, 2012

S.O. 1417.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 75/2005) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 27-2-2012.

[No. L-12012/226/1998-IR (B-II)]

SHEESH RAM, Section Officer.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR PRESENT

N. K. PUROHIT, Presiding Officer

I.D. 75/2005

Reference No. L-12012/226/1998-IR (B-II)

dated: 13-7-2005

Shri Baldeo
S/o Bhanwar Lal Bhoi Mohalla
Chhawani, Kota - 324007.
V/s

The Regional Manager
Central Bank of India
Regional Office, Nayapura,
Kota -324001.

AWARD

5-1-2012

1. The Central Government in exercise of the powers conferred under clause (d) of Sub section 1 & 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial Dispute to this tribunal for adjudication:-

"Whether the claim of Shri Baldeo S/o Sh. Bhanwar Lal that he was employed on daily wage basis by the management of Central Bank of India during the period from 7-7-97 to 10-4-98 and that he had worked for more than 240 days during the above period is correct? If so, whether the action of the management in terminating him from service is legal and justified and what relief is the disputant concerned entitled to?"

2. The workman in his claim statement has pleaded that he was employed by the non-applicant as Class IV employee on daily wages basis on 7-7-1997. He has worked continuously till 10-4-1998. He has further pleaded that he had worked for more than 240 days during said period despite this his services have been terminated on 11-04-98 without any notice or compensation in lieu of notice in violation of Section 25-F of the I.D. Act. He has alleged that at the time of termination no seniority list was prepared and juniors to him have been retained in the service, therefore, his termination of service is also in violation of Section 25-G of the I.D. Act. He has further alleged that after termination of his services the management has employed Sh. Gulab in his place without any offer of re-employment to him, therefore, the management has also violated the provisions of Section 25-H of the I.D. Act. Thus, the workman has prayed that he may be reinstated with all consequential benefits.

3. In reply, the management has raised preliminary objections that the claim of the workman is not maintainable u/s 2(oo) (bb) of the I.D. Act. The management has denied the claim of the workman and it has been averred that the workman never remained in the service of the non-applicant. The workman was engaged occasionally on oral contract for serving water to the staff and payment was used to be made on daily basis through banker's cheque or vouchers. It has further been averred that the workman had worked as casual labour on daily wages intermittently for 97 days only. The workman has worked on contract therefore, no notice was required to be given to him and provisions of Section 25-F, G & H of the I.D. Act are not applicable in his matter and his claim deserves to be rejected.

4. In evidence, the workman has filed his affidavit on 26-8-10 but he did not appear for cross-examination on his affidavit despite several opportunities provided to him. The evidence of the workman was closed on 4-1-12. The management has also not adduced any evidence in support of their case.

5. Heard the learned representative on behalf of both the sides.

6. Since, the management has denied the claim of the workman therefore, initial burden was on the workman to prove his case by adducing his evidence but as stated earlier the workman did not turn up for cross-examination on his affidavit, therefore, his affidavit cannot be considered in evidence.

7. The workman has produced certain photocopies of the documents. The management has produced 11 vouchers of the different dates.

8. The management has denied the claim of the workman and it has been pleaded that the workman had worked intermittently for 97 days only. There is no documentary or oral evidence on the record to substantiate the averments made by the workman that he had worked for more than 240 days during said period and at the time of his termination juniors to him were retained in the service. Similarly, there is no evidence on record that after termination of his service the workman Sh. Gulab was employed by the management in his place, therefore, the workman has failed to prove that his termination was in violation of Section 25-F & G of the I.D. Act. and management has employed any person in violation of Section 25-H of the I.D. Act.

9. Consequently, the reference under adjudication is answered in negative against the workman. The workman is not entitled to any relief. The award is passed in these terms accordingly.

10. Let a copy of the award be sent to Central Government for publication u/s 17(1) of the I.D. Act.

N. K. PURCHHI, Presiding Officer

नई दिल्ली, 26 मार्च, 2012

का.आ. 1418. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार, में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 14/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-03-2012 को प्राप्त हुआ था।

[सं. एल. 12012/07/2010-आईआर (बी II)]

श्रीश राम, अनुभाग अधिकारी

New Delhi, the 26th March, 2012

S.O. 1418.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2010) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their

workman, which was received by the Central Government on 16-03-2012.

[No. L-12012/07/2010-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
CHENNAI**

Wednesday, the 14th March, 2012

Present : A.N. JANARDANAN, Presiding Officer

INDUSTRIAL DISPUTE No. 14/2010

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between The Management of Indian Overseas Bank and their Workman]

BETWEEN :

Sri R. Tamilvanan

...1st Party/Petitioner

Vs.

The General Manager
Indian Overseas Bank
Central Office,

Post Box No. 3765

763, Anna Salai

Chennai-2

...2nd Party/Respondent

APPEARANCES :

For the 1st Party/Petitioner : M/s. T. Ramkumar, C.D.
Sugumar, Advocates

For the 2nd Party/Management : M/s. NGR Prasad,
Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/07/2010-IR(B-II) dated 23-04-2010 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the Management of the Indian Overseas Bank in terminating the service of Sri R. Tamilvanan, a Temporary Messenger on 15-12-2008 is justified or not? What relief the workman is entitled to?"

2. Whether the action of the management of the Indian Overseas Bank for not adopting/violating the principal of natural justice is justifiable or not? What relief the workman is entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 14/2010 and issued notices to both sides. Both sides entered appearance through Advocates and filed their Claim, Counter and Rejoinder Statements as follows:-

3. In the enquiry WW1 and MW1 were examined and documents marked on either side.

4. While so, the ID was mooted for Lok Adalat and discussions were held and eventually while the matter stood posted for final settlement today both parties together with the counsel appeared and filed Memorandum of Settlement under Section-18(1) of the I.D. Act.

5. The Management agreed to appoint the petitioner in service of the Bank as Messenger with salary of the scale of pay of Messengers from the date of his reporting for duty and the petitioner agreed not to claim any other relief and to forgo claim of back wages, continuity of service and monetary and other service benefits and further assured that the settlement has been to his full satisfaction and the settlement has been arrived at voluntarily in view of the fresh appointment given by the Bank to the petitioner and he gives up his claim in the ID.

6. I am satisfied that the settlement has been to the benefit of both the parties, especially to the petitioner and that the same has been arrived at in full satisfaction and the settlement is only to be recorded whereby no further claim by the petitioner survives against the Management for being obtained.

7. The settlement is recorded and an award is passed in terms of the settlement and the Respondent/Management is directed to appoint the petitioner as Messenger with salary of the scale of pay of Messengers with effect from today or the date of his reporting for duty as is deemed fit.

8. The Memorandum of Settlement forms part of the Award/Record.

A.N. JANARDANAN, Presiding Officer

नई दिल्ली, 26 मार्च, 2012

का.आ. 1419.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 13/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-03-2012 को प्राप्त हुआ था।

[सं. एल-12012/06/2010-आइआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 26th March, 2012

S.O. 1419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2010) of the Central Government Industrial Tribunal/Labour

Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 16-03-2012.

[No. L-12012/06/2010-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Wednesday, the 14th March, 2012

Present : A.N. JANARDANAN, Presiding Officer

INDUSTRIAL DISPUTE No. 13/2010

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Overseas Bank and their Workman]

BETWEEN :

Sri A. Ravi : 1st Party/Petitioner

Vs.

The General Manager
Indian Overseas Bank
Central Office,
Post Box No. 3765
763, Anna Salai,
Chennai-2

: 2nd Party/Respondent

APPEARANCE :

For the 1st Party/Petitioner : M/s. T. Ramkumar, C.D.
Sugumar, Advocates

For the 2nd Party/Management : M/s. NGR Prasad,
Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/06/2010-IR(B-II) dated 23-04-2010 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management of the Indian Overseas Bank in terminating the service of Sri A. Ravi, a Temporary Messenger on 10-11-2007 is justified or not? What relief the workman is entitled to?

2. Whether the action of the management of the Indian Overseas Bank for not adopting/violating the

principal of natural justice is justifiable or not? What relief the workman is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 13/2010 and issued notices to both sides. Both sides entered appearance through Advocates and filed their Claim, Counter and Rejoinder Statements as the case may be.

3. In the enquiry WWI and MWI were examined and documents marked on either side.

4. While so, the ID was mooted for Lok Adalat and discussions were held and eventually while the matter stood posted for final settlement today both parties together with the counsel appeared and filed Memorandum of Settlement under Section-18(1) of the I.D. Act.

5. The Management agreed to appoint the petitioner in service of the Bank as Messenger with salary of the scale of pay of Messengers from the date of his reporting for duty and the petitioner agreed not to claim any other relief and to forgo claim of back wages, continuity of service and monetary and other service benefits and further assured that the settlement has been to his full satisfaction and the settlement has been arrived at voluntarily in view of the fresh appointment given by the Bank to the petitioner and he gives up his claim in the ID.

6. I am satisfied that the settlement has been to the benefit of both the parties, especially to the petitioner and that the same has been arrived at in full satisfaction and the settlement is only to be recorded whereby no further claim by the petitioner survives against the Management for being obtained.

7. The settlement is recorded and an award is passed in terms of the settlement and the Respondent/Management is directed to appoint the petitioner as Messenger with salary of the scale of pay of Messengers with effect from today or the date of his reporting for duty as is deemed fit.

8. The Memorandum of Settlement forms part of the Award/Record.

A.N. JANARDANAN, Presiding Officer

नई दिल्ली, 26 मार्च 2012

का.आ. 1420.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन एयरलाइन्स लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलूर के पंचाट (संदर्भ संख्या 188/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-03-2012 को प्राप्त हुआ था।

[सं. एल-20030/21/1995-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th March, 2012

S.O. 1420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 188/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore, as shown in the Annexure in the Industrial Dispute between employers in relation to the management of Indian Airlens Ltd., and their workman, which was received by the Central Government on 26-3-2012.

[No. L-20030/21/1995-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, BANGALORE

Dated : 12th March, 2012

PRESENT : - Shri S. N. NAVALGUND, Presiding Officer

C.R. No. 188/1997

Ist Party

Shri Md. Mahboob,
No. 18, Kempanna Road,
Maruthisevanagar,
Bangalore-33

II Party

The Regional Director,
Indian Airlines Ltd.,
Southern Region,
Airlines, House,
Meenambakkam,
Chennai

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No.L-20030/21/95-IR (Coal-I) dated 28-11-1996 for adjudication on the following Schedule :

SCHEDULE

“Whether the management of Indian Airlines is justified in removing the workman Shri Mohammed Mahboob from service w.e.f. 16-06-1994 ? If not, to what relief is the workman entitled ?”

2. Shri Mohammed Mahboob (herein after referred as first party) working as Traffic Assistant in the Indian Airlines (hereinafter referred as the Second Party) Domestic Cargo Section at Bangalore Airport was served with an order of suspension dated 26-02-1993 (which was marked as Ex.M1 during the enquiry on the preliminary issue touching the fairness or otherwise of the Domestic Enquiry) on the allegations that it has been reported that he had indulged in committing misconduct in regard to dispatch of flower consignments from Bangalore to Bombay inter alia in collusion with one Shri Shaik Ahmed, Agent of flower merchants at Bangalore during the year 1989 causing loss to Corporation and thereby violating load regulations. Later on he was served with Charge Sheet, dated 18-03-1993 (

marked as Ex. M2 during the enquiry on the preliminary issue touching the fairness or otherwise of the Domestic Enquiry) which reads as under :

Charge Sheet

“That you have been working as Traffic Assistant in the Domestic Cargo Section at Bangalore Airport from 1-10-1984 to 21-06-1989 and thereafter in Fax Handling section. During the years 1986 and 1989 Shri Shaik Ahmed alias Ameer, who was the agent to the 16 flower Merchants at Bangalore for lifting their flower consignments from their shops and to book them with Indian Airlines for dispatch to Bombay by air, used to bring flower baskets in huge quantity daily to the Cargo Complex. He was allowed inside the Cargo complex with his consignments before booking and the flower baskets were weighed inside the Cargo Complex where one weighing machine was kept for the said purpose. The said weighing machine was removed from the main booking counter. Shri Shaik Ahmed used to take only a part of the consignment brought by him to the counter staff who on the basis of the consignments brought to him, used to prepare consignment notes. However, after getting the consignment notes prepared, Shri Shaik Ahmed used to add the unbooked excess quantity with the already booked quantity and send the entire quantity brought by him while paying only for a part of the consignments. It was a practice also that Shri Shaik Ahmed used to bring the consignments at the time of departure of flight whereby the booking staff did not get sufficient time to physically check the consignment.

Between the period from 1-9-89 to 14-9-89 (for which period records relating to both dispatch from Bangalore and delivery at Bombay are available) Shri Shaik Ahmed booked 16,681 nos of flower baskets weighing 78579 kgs. which have been indicated in the declaration submitted by Shri Shaik Ahmed, consignment notes and the cargo manifest prepared by the cargo section. However, as per 60 gate passes prepared at the Santhacruse Airport while effecting delivery, a total number of 21,652 baskets of flowers were accounted for and they were accordingly handed over to Shri P.K. Sen, agent to the flower merchants at Bombay. Thus, during the period 1-9-1989 to 14-09-1989 alone, 1,971 nos of flower baskets were sent from Bangalore to Bombay without payment of cargo charges. On the basis of the daily average weight of the consignments booked, the weight of 4,971 flower baskets can be calculated approximately at 23,860 kgs. The prevalent rate for flower consignments at that time was Rs. 4.55 per kg. and thus during the above period Shri Shaik Ahmed had sent the above flower baskets without payment of cargo charges to the tune of Rs. 1,08,563 approximately. You, along with Shri S. Babai, Traffic Officer were responsible for dispatch of the above unaccounted flower baskets obviously in connivance with the flower agent, Shri Shaik Ahmed. On 8-09-1989 Shri B. Siddiah, Traffic Assistant was on counter duty in the Cargo Section. When he started making

arrangements for weighing the flower baskets brought by Shri Shaik Ahmed, the latter informed that the consignment had already been weighed on the night of 7-9-1989 and that there were 310 baskets weighing 912 kgs. Shri Siddiah was not satisfied with the figures quoted by Shri Shaik Ahmed and, therefore, insisted for weighment of the entire consignment. At that time you and Shri Babai interfered and pressurized Shri Siddiah to prepare consignment Notes for the figures given by Shri Shaik Ahmed without insisting on weighment. However, Shri Siddiah persisted in his demand for weighing the flower baskets and on weighment found that there were 456 baskets weighing 1965 kgs. Shri Siddiah had accordingly prepared consignment notes for 1965 kgs. and collected the charges. It is thus evident that you along with Shri B. Babai, in connivance with the flower agents used to arrange for dispatch of flower baskets which were not accounted for and were not paid for causing loss to Indian Airlines and also in violation of the load regulations. On 27-09-1989 you were working in the Passenger Handling Section. As per the Cargo Manifest prepared no flower baskets were to be dispatched by ft. IC 604 of 27-09-1989. However, you directed Shri Nararaj, Leader (Hd) and Shri I.A. Devanji, Loader to load two trolleys of flower baskets brought by Shri Shaik Ahmed in the front hold and rear hold of flight IC 604 of 27-09-1989. These consignments were not shown in the Cargo Manifest and therefore, the same was not uplifted by Shri JNB Nair, Traffic Supdt.

Your above act if proved, would tantamount to your committing breach of Clause 1 of the Standing Orders and committing misconduct as envisaged in Clause 16(4) and 16(37) of the applicable Orders (Regulations) concerning Discipline and Appeals applicable to you which reads as under :

Clause-1 : Every employee of the corporation shall at all times maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credit and prestige of the corporation.

Clause 16(4) . . . dishonesty in connection with business or property of the Corporation.

Clause 16(37): Interference with the work of other employees. You are hereby required to put in a written statement of your defence in reply to the above charge within 7 days from the date of receipt hereof. You are warned that if no reply is received from you by the undersigned within the time allowed, it will be presumed that you have none to furnish and orders will be passed in your case accordingly.

You are further required simultaneously to inform the undersigned in writing whether you desire to be heard in person, and in case you wish to examine or cross examine any witnesses to submit along with your written statement their names and addresses together with a brief indication

of the evidence which each such witness will be expected to give."

3. On reply of the first party denying the said charge dated 23-03-1993 (marked as Ex. M3 during the enquiry on the preliminary issue touching the fairness or otherwise of the Domestic Enquiry), the second party initiated a Domestic Enquiry appointing Shri R. Pushpavanam, Sr. Dy. TRG Manager as Enquiry Officer and Shri S. Jaisingh Manoharan, AGM as Presenting Officer. The said enquiry officer while completing the enquiry submitted his enquiry findings dated 15-03-1994 the charge being proved. The Disciplinary authority after serving a show cause notice on the first party along with the copy of the enquiry finding after affording him personal hearing passed the impugned order removing him from service w.e.f. 16-06-1994. On appeal preferred by the first party the Appellate Authority after affording the personal hearing confirmed the order of the Disciplinary Authority by his order dated 25-07-1994. Aggrieved by the said orders the first party raised the dispute before the Assistant Labour Commissioner (Central) Bangalore and the Assistant Labour Commissioner when submitted his failure report the Central Government made this reference to this tribunal for adjudication as to "Whether the management of Indian Airlines is justified in removing the workman Shri Mohammed Mahboob from service w.e.f. 16-06-1994 ? If not, to what relief is the workman entitled ?".

4. After receipt of the reference while securing the presence of both the parties after they filed claim statement and counter statement this tribunal while raising a Preliminary Issue as to "Whether the second party proves that the Domestic Enquiry conducted against the first party was in accordance with the settled principles of law, legislations under standing orders concerning discipline and appeals and also under principles of natural justice?" after receiving the evidence of Shri R. Pushpavanam, Sr. Dy. TRG Manager who was the enquiry officer in the Domestic Enquiry for the second party through him marking the copy of the Suspension order served on the first party dated 26-02-1993; copy of the charge sheet dated 18-03-1993 served on the first party; reply given by the first party to the charge sheet; proceeding recorded by the enquiry officer including the oral evidence adduced for the management and 129 documents marked for the management as MEx. 1 to 129 and 34 documents marked for the CSE/first party as DEx. 1 to 34; Standing Orders said to be marked in relation to the Domestic Enquiry as Ex. M1 to M5 respectively and the oral evidence given by the first party after hearing the arguments addressed by the learned advocates appearing for both the sides by order dated 11-08-1999 answering Preliminary issue in the affirmative directed the first party to demonstrate the order of the enquiry officer being perverse, actuated by bias and any proof of victimization that would be considered on merits. Aggrieved by this order on the Preliminary Issue when the

first party approached the Hon'ble High Court of Karnataka in Writ Petition No. 29061/2000 the Hon'ble High Court of Karnataka by order dated 18-09-2000 dismissed the Writ Petition keeping liberty to the first party to urge that ground after disposal of the reference by this court. Thereafter this court after hearing the arguments addressed by the learned advocates appearing for both the sides by award dated 9-05-2002 while coming to the conclusion that first party failed to demonstrate the enquiry finding being perverse and also failed to prove any victimization as well as the punishment imposed being disproportionate to the charge proved rejected the reference. Aggrieved by this award dated 9th May, 2002 when the first party preferred writ petition to Hon'ble High Court of Karnataka in Writ Petition No. 33280/2002(L-Res), the Hon'ble High Court after hearing the arguments of the learned advocates appearing for both the sides by order dated 3-02-2011, allowed the Writ Petition and quashed the award and remanded the matter for fresh disposal in accordance with law after providing opportunities to both the parties to lead evidence on merits mainly on the ground the enquiry officer being higher in grade than the Disciplinary Authority and non production of consignment note dated 27-09-1989 which was directed to be produced by the enquiry officer on the demand by the first party without any acceptable explanation enquiry has been vitiated. In the said order the Hon'ble High Court while referring to the decision of Hon'ble Supreme Court of India in the case of Workman Vs. Firestone Tyre and Rubber Co. reported in (1973) ISC 813 held the respondent is entitled to substantiate its order removing the Petitioner (first party) from service before the Labour Court by producing evidence.

5. After remand of the matter by the Hon'ble High Court of Karnataka the learned advocate appearing for the second party in his attempt to establish the charges leveled against the first party while filing the affidavits of Shri Venkataswamy claims to be working as Security Officer Indian Airlines at Bombay at the relevant point of time in the year 1989; Shri I.A. Dewanjee claims to be working as Loader (Sr) in Indian Airlines at Bangalore at the relevant point of time in the year 1989; Shri V. Nagaraja claims to be working as Loader (Head) in the Indian Airlines at Bangalore at the relevant point of time in the year 1989; Shri V. Suresh claims to be working as Traffic Supdt. in Indian Airlines at Bangalore at the relevant point of time in the year 1989; Shri M. Charles claims to be working as Chief Security Guard in the Indian Airlines at HAL Airport, Bangalore at the relevant point of time in the year 1989; Shri M. Vincent claims to be working as Chief Security Guard in Indian Airlines at HAL Airport at the relevant point of time in the year 1989 and Shri V. Ram Kumar claims to be working as Assistant Manager (commercial) in Indian Airlines at Chennai at the relevant point of time in the year 1989 as MW 2 to MW8 respectively, got marked in the evidence of

Shri Venkataswamy/MW2 copy of his report of surprise check carried out at Arrival Cargo on 27-09-1989 as Ex. M6; in the evidence of Shri I.A. Dewanjee/MW3 and Shri B. Nararaja/MW4 the statements purported to have been given by them before the Vigilance Officer on 1-10-1989 as Ex. M7 & M8 respectively; in the evidence of Shri V. Suresh/MW5 certified copy of Trim Sheet prepared by him in respect of Flight IC 604 dated 27-09-1989 as Ex. M9; in the evidence of Shri M. Charles/MW6 statement said to have been given by him before the Police Inspector, CBI, SPE, Bangalore on 5-12-1991 as Ex. M10 and in the evidence of Shri Vincen/MW7 statement said to have been given by him before the Police Inspector, CBI, SPE, Bangalore on 5-12-1991 as Ex. M11 respectively.

6. After close of the evidence of the second party/management the first party while filing his affidavit examined himself on oath as WW1 and did not get exhibited any documents.

7. With the above evidence lead by the parties, when their learned advocates were called upon to address their arguments both filed their written arguments. The learned counsel appearing for the second party in support of his arguments cited the decisions reported in 1997 IIR 778, 2000-II-LLJ P 1395 & 2001 (1) LLN P 583. Whereas the learned advocate appearing for the first party did not cite any decisions.

8. On appreciation of the charge leveled against the first party by the second party with the above referred evidence led by them in the light of the written arguments submitted by their learned advocates I arrived at the conclusion the second party having miserably failed to establish the charges leveled against the first party and it is liable to reinstate the first party with continuity of service till date of his superannuation and to pay him full back wages from the date of his removal till the date of his superannuation with all other consequential benefits that he would have received in the absence of the impugned removal order dated 16-06-1994 for the following reasons:
Reasons :

9. Since as already adverted to by me above, the Hon'ble High Court in Writ Petition No. 33280/2002 (L-RES) by order dated 3-02-2011 set aside the award passed by this tribunal dated 9th May, 2002 rejecting the reference only on the ground that the enquiry officer appointed to hold the Domestic Enquiry was higher in grade than the Disciplinary Authority and the second party though directed by the enquiry officer on the demand made by the first party to produce consignment note dated 27-9-1989 it failed to produce the same without any acceptable explanation and thereby the enquiry is vitiated with further direction to the second party to substantiate its order removing the Petitioner/first party from service by producing evidence and now the parties have led their evidence and addressed their arguments as referred to by me above, whatever the evidence was brought on record

by the parties in the domestic enquiry is irrelevant and cannot be looked into by this court and whatever the evidence adduced before this court after the remand by the Hon'ble High Court of Karnataka has to be looked into and considered in coming to the decision whether the charge leveled against the first party has been proved or not. In view of the facts narrated by me above, the points that arises for my consideration are :

1. Whether the second party proved that the first party while working as Traffic assistant in the Domestic Cargo Section, Bangalore from 1-10-1984 to 21-06-1989 in connivance with Shri S. Babai, Traffic Officer between the period from 1-09-89 to 14-09-1989 as against 16,681 baskets of Flowers booked by Shri Shaik Ahmed weighing 78,579 kgs. transported total number of 21,652 baskets of flowers weighing 102439 kgs. and thereby caused the loss to it to the tune of Rs. 1,08,563 approximately and thereby committed breach of clause 1 of the Standing Orders and misconduct as envisaged in Clause 16(4) and 16(37) of the Standing Orders (Regulations) concerning Discipline and Appeals?
2. Whether second party proved that on 27-09-1989 though the first party was working in the Passenger Handling Section, as per the Cargo Manifest prepared, no flower baskets were to be dispatched by Flight IC 604 he directed Shri Nagaraj and Shri I.A. Dewanjee, Loaders to load two trolleys of flower baskets brought by Shri Shaik Ahmed in the front hold and rear hold of Flight IC 604 of 27-9-1989 which were not shown in the Cargo Manifest for which reason the same was not lifted by Shri JNB Nair Traffic Supdt. and thereby he committed breach of clause 1 of the Standing Orders and committed misconduct as envisaged in Clause 16(4) and 16(37) of the Standing Orders (Regulations) concerning Discipline And apprais
3. What Award ?

10. Since the evidence adduced by the parties on these points overlap one another and no evidence is distinctly adduced on these two charges I have taken up all these three points together for discussion.

11. As far as the charge covered under point No. 1 which can be called as 11. Charge No.1. I can say at the outset, no attempt has been made to establish this aspect of the charge since no evidence is adduced at all on this charge. Whatever evidence i.e. adduced by the second party through MW2 to MW8 is an attempt to establish the charge covered under point No. 2 which can be called as Charge No. 2. In the evidence of MW 2 to MW8 absolutely I find no material to substantiate the between the period from 1-09-1989 to 14-09-1989 Shri Shaik Ahmed booked 16,681 numbers of flower baskets weighing 78,579 kgs. whereas as per 16 gate passes prepared at the

Santhacruse Airport while effecting delivery a total number of 21,652 baskets of flowers were accounted for and were handed over to Shri P.K. Sen, Agent to the Flower merchants at Bombay and thereby during this period alone 4,971 numbers of flower baskets were sent from Bangalore to Bombay without payment of Cargo charges. Further no evidence has been adduced as to what was the role of the first party during this period as Traffic Assistant in loading the flower baskets in the Cargo. Thus from and documentary evidence brought on record for the second party absolutely I find no material to establish this charge much less against the first party.

12. Now coming to the second charge, the management/second party through Shri I.A. Dewanjee/ MW3 and Shri Nagaraj/MW4 Loaders tried to prove that the first party who was Tarmac Incharge of Passenger Handling Section instructed them to load two trolleys of flowers in Flight IC 604 and accordingly they loaded those two trolleys of flowers in the said aircraft one in the front fold and other in the rear fold which were approximately 70 to 80 baskets. Admittedly the first party was being Tarmac Incharge of Passenger Handling Section in the relevant time and nothing to do with the loading of Cargo there is no explanation why at his instance both of them loaded two trolleys of flowers in that aircraft one in the front and the other in rear fold which were not appearing in the Cargo Manifesto prepared for that flight. If at all these two loaders had loaded two trolleys of flowers consisting of about 70 to 80 baskets of flowers which were not appearing in the Trim sheet or manifesto in order to overcome their wrong in that regard there is every possibility of both of them falsely attributing to first party having directed them to load flowers to escape from their liability. Moreover no documentary evidence is produced these two were being the loaders designated to flight IC 604 scheduled to fly at 13.30 hours on 27-09-1989. The second party/management also failed to produce evidence as to what was the exact cargo to be loaded on that day on IC 604 scheduled to fly at 1330 hours and what exactly was loaded. Thus from the evidence brought on record by the second party, absolutely I find no evidence against the first party getting loaded two trolleys of flower consisting of 70 to 80 baskets of flowers through MW 3 & MW 4 which were not in the cargo manifesto prepared for that flight. Thereby I have arrived at the conclusion the second party having miserably failed to establish both the charges made against the first party.

13. Since the second party failed to establish the charges leveled against the first party I find no justification in removing him from service on such charges and thereby there is no other alternative to second party except to reinstate him in service.

14. Though the first party has categorically contended that after he came to be removed from service w.e.f. 16-06-1994 he remained unemployed and sworn to

that effect in his affidavit filed in lieu of his evidence, nothing has been elicited in his cross-examination he being gainfully employed after his impugned removal. In his cross-examination not even a suggestion is made that consequent to his removal from service he being employed elsewhere. Therefore, the second party is liable to pay him full back wages from the date of his removal i.e. 16-06-1994 with all other consequential benefits that he would have received in the absence of the impugned removal order till the date of his superannuation.

15. In the result I arrived at the conclusion of allowing the reference with direction to the second party to reinstate him with full back wages, continuity of service and all other consequential benefits that he would have received in the absence of the impugned removal order till the date of his superannuation, since he appears to have attained the age of superannuation. Under the circumstances I also feel it just and appropriate to saddle the second party with cost of Rs. 5000/-. Hence I pass the following award :

AWARD

The reference is allowed and the management of Indian Airlines in removing the workman Shri Mohammed Mahboob from service w.e.f. 16-06-1994 is not justified and he is entitle to reinstatement with continuity of service, full back wages and all other consequential benefits that he would have received in the absence of the impugned removal order till the date of his superannuation with cost of Rs. 5000.

S. N. NAVALGUND, Presiding Officer

Annexure CR 188/1997

List of witnesses for the Management/Second party

Shri Venkataswamy, Security Officer	MW2
Shri I.A. Dewanjee, Loader (Sr.)	MW3
Shri V. Nagaraja, Loader (Head)	MW4
Shri V. Suresh, Traffic Supdt.	MW5
Shri M. Charles, Chief Security Guard	MW6
Shri M. Vincent	MW7
Shri V. Ram Kumar, Assistant Manager	MW8

List of documents marked for the Second party/Management

Copy of the report of surprise check carried out at Arrival Cargo on 27-09-1989.	Ex. M6
The statements purported to have been given before the Vigilance Officer dated 1-10-1989	Ex. M7
The statements purported to have been given before the Vigilance Officer dated 1-10-1989	Ex. M8
Certified copy of the Trim Sheet prepared in respect of Flight IC 604 dated 27-09-1989	Ex. M9

- The statement said to have been given by Ex. M10 MW6 before the Police Inspector dated 5-12-1991
- The statement said to have been given by Ex. M11 MW7 before the Police Inspector dated 5-12-1991

List of witnesses for the First Party.

- Shri Mohammad Mahboob, first party WW1

List of documents marked for the First Party

NIL

नई दिल्ली, 26 मार्च, 2012

का.आ. 1421.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. एवं के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, धनबाद के पंचाट (संदर्भ संख्या 259/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2012 को प्राप्त हुआ था।

[सं. एल-20012/425/2001-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th March, 2012

S.O. 1421.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 259/2001) of the Central Government Industrial Tribunal No. 1, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 26-3-2012.

[No. L-20012/425/2001-IR (C-1)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference U/S. 10 (1) (d) (2A) of the Industrial Disputes Act, 1947.

Reference No. 259 of 2001.

Parties : Employers in relation to the management of Keshalpur Colliery of Katras Area of BCCL

AND

Their Workmen

Present : Shri H. M. Singh, Presiding Officer

Appearances :

For the Employers : Shri U.N. Lal, Advocate.

For the Workmen : Shri S. N. Goswami, Advocate.

State : Jharkhand. Industry : Coal.

Dated, the 19-3-2011.

AWARD

By Order No. L-20012/425/2001-IR (C-I) dated 29-11-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Keshalpur Colliery of M/S. BCCL in dismissing Sri Arun Kumar Bouri from the service of the company w.e.f. 6/7-6-96 is justified ? If not, to what relief is the concerned workman entitled ?”

2. The case of the concerned workman is that he was a Permanent employee of Keshalpur Colliery under Katras Area-IV of BCCL. He became seriously ill suffering from cronic disease and he continued his duty till 12-1-96, but beyond the control he could not report for his duty w.e.f. 13-1-96 and after recovery from illness he reported for his duty with medical certificate but the management did not allow him to report for duty, rather a Chargesheet was handed over to him and was directed to come on 16-4-1996. The concerned workman appeared on that date and the management obtained his signatures on certain papers which were used in departmental proceedings and on the same enquiry was concluded. Thereafter the management issued the dismissal letter dated 7-6-1996 against the concerned workman, without giving opportunity to defence his case. It has been submitted that the action of the management in dismissing the concerned workman from service w.e.f. 6/7-6-96 is not justified.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award directing the management to reinstate him in service with full back wages and other consequential benefits.

3. The case of the management is that Arun Kumar Bouri was an employee of Keshalpur Colliery. He had unauthorisedly absented from his duty w.e.f. 13-1-96 without prior information/permission/sancitioned leave. Chargesheet was issued for habitual absence unauthorisedly vide Chargesheet No. 96/907 dated 4/5-4-96. The matter was enquired into by appointing an Enquiry Officer wherein full opportunity was given to the concerned workman to defend his case. He had also given his statement. He had signed the proceedings which were held in his presence. The Enquiry Officer submitted his report along with enquiry proceedings to the Disciplinary Authority. The attendance of the concerned workman for the past three years was also seen from the record which was found unsatisfactory as under :—

1993—130 days attendance, 1994—160 days attendance and 1995—91 days attendance. In the past also during the year 1988—95 21 letter of warning/charge-sheets were given to the concerned. On the basis of the findings of the Enquiry Officer in his report along with Enquiry proceedings, past records/attendance etc. the

Disciplinary Authority observed that the charge levelled against him was fully established. Accordingly, he was dismissed from service of the company w.e.f. 6/7-96. The concerned workman was rightly dismissed from service w.e.f. 7-6-96 as he had committed gross acts of misconduct.

It has been prayed that the Hon'ble Tribunal be pleased to pass the award holding that the action of the management in dismissing the concerned workman w.e.f. 7-6-96 is justified and he is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The domestic enquiry was held fair and proper vide order dated 10-5-2011.

6. The management produced MW-1, Jugal Kishore Singh, who proved documents as Exts. M-1 to M-6.

The concerned workman, Arun Kumar Bouri, examined himself as WW-1 and proved documents as Exts. W-1 and W-2.

7. Main argument advanced on behalf of the concerned workman is that he was seriously ill suffering from cronic disease and he continued in his duty till 12-1-1996 but beyond that he could not report for his duty w.e.f. 13-1-96 and he undergone treatment and after recovery and being fitness, reported for his duty with medical certificate, but the management did not allow him to report on duty, rather a charge-sheet was handed over to him and directed to come on 16-4-96. Concerned workman appeared on that date and the management obtained signatures on certain papers which were used in departmental proceedings and thereafter the concerned workman was dismissed from service, which is against the principles of natural justice.

In this respect management representative argued that the concerned workman unauthorisedly absented from his duty w.e.f. 13-1-96 without prior information. Moreover, he was habitual absentee because from record he was present in 1993—130 days, in the year 1994—160 days and the year 1995—91 days. During the years 1988—95 he was given number of charge-sheets as per para 10 of the written statement of the management which is given below :—

S. No.	No.	Date.	Punishment
1.	95/2254	5-7-95	10 days suspension.
2.	94/2337	27-7-94	5 days suspension.
3.	94/2254	19-7-94	Warning letter.
4.	94/1557	3/4-6-94	2 days suspension.
5.	94/3104	26-9-94	5 days suspension.
6.	93/4229	21/22-12-93	5 days suspension.
7.	93/2016	28-8-93	Warning.
8.	93/1386	20/21-7-93	Warning.
9.	93/1021	21/22-6-93	Warning.
10.	93/369	5-5-93	Warning.

11.	93/10	1/2-4-93	1 day suspension.
12.	92/3546	6-11-92	Warning.
13.	92/1363	4/7-5-92	Warning.
14.	91/2002	10-7-91	Warning.
15.	91/624	8-3-91	Warning.
16.	90/524	1-3-90	Warning.
17.	90/192	19-1-90	Warning.
18.	29/3393	28-11-89	Warning.
19.	89/2533	28-8-89	2 days suspension.
20.	89/856	17-4-89	Warning.
21.	88/3415	14-11-88	Warning.

He was given 21 times suspension and warning.

In such circumstances the management has submitted that the dismissal order is justified.

8. In this respect the concerned workman stated in his cross-examination that I participated in the enquiry. I refused to take facility of co-worker. I was warned by the management at 21 times and my increment was also stopped. My attendance was less than 240 days in a year. I did not take treatment from the company's doctor. I have not filed any medical paper before enquiry proceeding. My statement was recorded at enquiry.

It shows that he was warned and suspended 21 times by the management and increment was stopped.

9. Considering the above facts and circumstances I hold that the action of the management of Keshalpur Colliery of M/S. BCCL in dismissing Sri Arun Kumar Bouri from the service of the Company w.e.f. 6/7-6-96 is justified and the concerned workman is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 26 मार्च, 2012

का.आ. 1422.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद नं.-2 के पंचाट (संदर्भ संख्या 64/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2012 को प्राप्त हुआ था।

[सं. एल-20012/96/2002-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th, March, 2012

S.O. 1422.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2002) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workman,

which was received by the Central Government on 26-3-2012.

[No. L-20012/96/2002-IR (C-1)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, AT DHANBAD.

Present : Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Disputes under Section 10 (1)(d) of the I.D. Act, 1947.

Reference No. 64 of 2002.

Parties : Employers in relation to the management of Eastern Area, Bhowra of M/s. BCCL and their workman.

Appearances :

On behalf of the workman : Mr. S. N. Goswami,
Ld. Adv. ;

On behalf of the management : Mr. U. N. Lal, Ld. Adv.,

State : Jharkhand : Industry : Coal

Dated, Dhanbad, the 25th Jan. 2012.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute this Tribunal for adjudication vide their Order No. L-20012/96/2002. I.R. (C-1) dated 26-7-2002.

SCHEDULE

"Kya Bharat Coking Coal Limited, E.J. Area ka Prabandhtantra dwaara Karmkar Smt. Lakhi Bauri ko sevanivirti Yojna (V) ka lav na diya jana tatha unka abedan varsh 1995 yebang 1999 ma radd kiya jana uchit yebang nayasangath hai? Yadi hai, to Karmkar athwa unka Ashrit Putra kis ratht ka rahat hai?"

Mr. S. N. Goswami and Mr. U. N. Lal, the Ld. Advocates for the Union/workman and the Management respectively are present but no witness for the evidence of the workman has been produced despite ample opportunities and Regd. notices thrice. Perused the case record. It is quite clear from it that this case has been pending evidence of the workman since 15-4-2004, for which earlier Regd. notices dt. 20-3-2008, 17-6-2011 and 22-9-2011 (both latter Show Casues were issued, even then neither the Union nor the workman Smt. Lakhi Bauri appeared for her evidence. As such the conduct of the Union/workman shows their unwillingness to contest the case.

Under these circumstances, proceeding with the case under adjudication for infinity is worthless. Hence the case is closed and accordingly the order is passed as non-existent of any Industrial dispute related to non-payment of the benefits of the voluntarily Retirement Scheme.

KISHORI RAM, Presiding Officer

नई दिल्ली, 26 मार्च, 2012

का.आ. 1423.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जेट एयरवेज (इंडिया), प्रा. लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 121/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2012 को प्राप्त हुआ था।

[सं. एल-11012/01/2007-आईआर (सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th March, 2012

S.O. 1423.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 121/2007) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Jet Airways (India) Pvt. Ltd., and their workmen, which was received by the Central Government on 26-3-2012.

[No. L-11012/11/2007-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AHMEDABAD

Present :

Binay Kumar Sinha,
Presiding Officer,
CGIT-cum-Labour Court,
Ahmedabad

Dated 15th March, 2012

Reference : CGIT A of 121/2007

1. The Area General Manager,
Jet Airways (India) Pvt. Ltd.
Opposite Gujarat Vidhyapith,
Ashram Road, Ahmedabad
2. M/s. Philipson Corporation,
4, Komal Complex, Nr. Saibaba Temple,
Sardarnagar, Ahmedabad.

...First Party

And their workman

Through General Secretary,
Akhil Gujarat General Mazdoor Sangh,
2nd Floor, Arab Chambers,
Opp. Patharkuva Petrol Pump,
Relief Road, Ahmedabad-380 001.

...Second Party

For the first party No. 1 : Shri H.K. Thakkar, Advocate

For the first party No.2 : Shri Nirav Joshi, Advocate

For the second party Shri Himanshu Rajput, Advocate

AWARD

The Appropriate Government, Government of India, Ministry of Labour vide its order No. L-11012/1/2007 (IR (CM-I)) New Delhi dated 17-12-2007 referred the dispute for adjudication that exists between the employer in relation to the management of Jet Airways (I) Pvt. Ltd. and their workman by formulating the terms of reference under the schedule as follows

SCHEDULE

“Whether the demand of Akhil Gujarat General Mazdoor Sangh, Ahmedabad for revision of pay scales and allowances in respect of contract workers working under M/s. Philipson Corporation, Contractor of Jet Airways (I) Limited is justified and legal? If so, to what relief are the concerned workers entitled and from what date?”

2. Case was registered and notices were issued to the parties for appearing in this case and for filing of respective pleadings-statement of claim and written statement. The second party union filed its statement of claim at Ext. 11. Their case is that the workmen are working in the establishment of the first party regularly and that their works are perennial in nature though they are contractors worker even then they have not been provided revised pay scales and allowances so they have sought for relief of their revision of pay and allowances and for other relief to which they are found entitled.

3. First party No.1 also filed written statement at Ext. 25 refuting to the claim of the workman's through the union as per statement of claim. It has been denied about employer and employee relationship between first party principle employer and the workman. Further contention is that for performing contractual works by first party No. 1 it had enter into agreement with first party No. 2 the contractor for carrying out works and the workman involved in this case were actually contractual workers and there is no nexus between the contractual workers and the principle employer the demand raised by the union is in respect of the workers engaged by the first party No. 2 contractor and so question of exploitation by first party No. 1 does not arise. Further contention is that the demand raised by the union is unjustified and the reference is fit to be rejected.

4. First party No.2 the contractor M/s Philipson Corporation also filed written statement at Ext. 27 pleading inter-alia that the demand for revision of pay and allowances raised by the union for the workman involved is unjustified. Further case is that there is no any shame or camouflage contract arrived in between first party No.1 and first Party No.2. Also denying that the there was any provision or

control of first party No.1 on the workers engaged by first party No.2. Further case is that the contract awarded to this first party No.2 by first party No.1 was in terms of provision of contract labour (Regulation and Abolition) Act, 1970 and all requirements of the said Act have been complied. Further contention is that there is no prima facie case to the union taking the cause of the contractors workers and there is no balance of convenience and no irreparable loss going to be caused either to union or the workmen.

5. It may not be out of place to mention that on filing of interim application at Ext. 7 on behalf of the second party union the first party principle employer and the contractors were directed to maintain the status-quo and not to disturbed the status of the workman, status-quo order was continuing thereafter on final hearing by order dated 6-11-2009 interim application vide Ext. 7 was dismissed and the order of status-quo was vacated. Thereafter parties adduced evidence in this case and the case was being adjourned for hearing argument.

6. Thereafter withdrawal pursis at Ext. 41 was filed on behalf of the second party mentioning that the above reference with regard to wage revision of the employees working under Jet Airways contractor is slightly defective and it will be difficult to proceed on merit due to vague demands raised by the union and so the union seeks permission to withdraw this reference with a liberty to raise fresh chartered of demand regarding wage revision of the employees involve in this reference. On these pursis there is endorsement of the advocate of first party - "no objection subject to unconditional withdrawal". Likewise there is also endorsement of the advocate of the first party No. 2 Philipson Corporation "no objection in withdrawal of the case unconditionally". The pursis was pressed by the second party and on this pursis the respective lawyers of the parties were heard. Perused the record and the pursis at Ext. 41.

7. Considering the facts and circumstances of the case it appears that the second party union has itself assessed having no chance of award in its favour if the award is passed on assessing the evidences and documents of the parties. So, second party has chosen to file withdrawal pursis that means the second party intend to withdraw from this case which has to be adjudicated by this tribunal in terms of reference as per schedule. The union may raise fresh grievances against the management and contractor of the first party if they so desire, but the second party union has to accept that complete hault has been arrived in this case by filing withdrawal pursis at Ext. 41. And so the withdrawal pursis is to be accepted unconditionally and as such the withdrawal pursis at Ext. 41 is accepted unconditionally for purpose of deciding the final fate of this reference case.

For the reasons noted above the following orders is passed that the parties are not at dispute so fare relates to the terms of reference in this case and so this reference is

dismissed as withdrawn on filing of pursis at Ext. 41.

This is my award,

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 26 मार्च, 2012

का.आ. 1424.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार किंग फिशर एयर- लाईन्स लि., के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या 17/10, 18/10, 19/10) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2012 को प्राप्त हुआ था।

[सं. एल-11012/09/2010-आईआर (सी-1),

सं. एल-11012/07/2010-आईआर (सी-1),

सं. एल-11012/10/2010-आईआर (सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th March, 2012

S.O. 1424.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2010, 18/2010, 19/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kingfisher Airlines Limited, and their workmen, which was received by the Central Government on 26-3-2012.

[No. L-11012/09/2010-IR (C-I),

No. L-11012/07/2010-IR (C-I),

No. L-11012/10/2010-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated: 29th February, 2012

Present : Shri S.N. NAVALGUND, Presiding Officer

C.R. No. 17/2010

I PARTY

1. Shri Ganesh Sah

2. Shri Chandrashekar

3. Shri Jainendra Panwar

4. Shri Sumit Rantnaparkey

No. 451/3, M.S. Palya,

Near Murthy School,

Post Vidyaranyapuram,

Bangalore-560097

I PARTY

The Vice President-HR,
Kingfisher Airlines Limited,
Kingfisher House,
Western Express Highway,
Vile Parle(E),
Mumbai - 400099

C.R. No.18/2010**I PARTY**

Shri Tarandeep Singh,
No. 325, 4th Cross,
OMBR Layout, Banaswadi,
Bangalore- 560043

Shri Partha Chakraborty,
24, A Durga Charan Mukherjee Street,
Bagbazar, Kolkata-700003

Shri G. Dhanabalan,
16, Agathiar Street,
Teachers Colony,
Erode- 638011

Shri Ashok Kumar Mohanta,
C/o Shri S. Pddar, IC,
Shreyas Apartment, 54,
Italgachha Road, Kolkata- 700028

II PARTY

The Vice President-HR,
Kingfisher Airlines Limited,
Kingfisher House,
Western Express Highway,
Vile Parle (E),
Mumbai - 400099

C.R. No.19/2010**I PARTY**

Shri T.S. Pritiviraj,
No.23, 1st 'B' Main Road,
Behind Binny Mills,
Ganganagar. Bangalore -560032

II PARTY

The Vice President-HR,
Kingfisher Airlines Limited,
Kingfisher House,
Western Express Highway,
Vile Parle (E),
Mumbai - 400099

COMMON ORDERS ON 'WORKMEN' ISSUE

1. In these three references by the Central Government vide Reference Nos.L-11012/09/2010-IR (CM-I) dated 13-5-2010, L-11012/07/2010-IR(CM-I) dated 13-5-2010 & No.L-11012/10/2010-IR(CM-I) dated 13-5-2010 for adjudication as to whether the action of the management of Kingfisher Airlines Limited in terminating the services of their employees in the respective references

are legal and justified, the second party in their counter statement in all the references seriously contended that none of them do not fall within the definition of workman as defined under Section 2(s) of the ID Act, 1947 as such these are not an Industrial Dispute within the meaning of the term industrial dispute defined under Section 2(k) of the ID Act, 1947 and are liable to be rejected and lead evidence on that aspect only and common arguments were addressed by the learned advocates on this issue of workmen, this aspect of the reference whether the employees covered in the respective references are workmen as defined under section 2(s) of the Industrial Dispute Act, 1947 are taken up for consideration through this common order.

2. On receipt of the reference pursuant to the notices issued by this tribunal the management (hereinafter referred as second party) entered their appearance through same advocate in all the three references and after filing of the Claim Statement filed their counter statement. Whereas, in CR No.17/10 out of the four employees covered under reference are viz. Shri Ganesh Sah, Chandrashekar, Jainendra Panwar and Shri Sumit Ratnaparkey, only Shri Ganesh Sah and Shri Jainendra Panwar at SI.Nos. 1 & 3 entered their appearance through common advocate and filed their common claim statement. Similarly in CR. No. 18/10 though there are 4 employees viz. Shri Tarandeep Singh, Partha Chakraborty, G.Dhanabalan and Shri Ashok Kumar Mohanta only employee at SI. No. 3 Shri G. Dhanabalan entered his appearance through same advocate and filed his Claim Statement. In CR No.19/10 there is only one employee by name Shri T.S. Pritiviraj and he entered his appearance through same advocate and filed his claim statement. There is no dispute the workman covered under CR No.17/10 & CR No.18/10 were being Aircraft Maintenance Engineers (AME) as on the date of their respective terminations, whereas employee covered, in CR No. 19/10 was designated as Technician in the Engineering and Line maintenance department and AMEs were drawing salary more than Rs. 60,000 and Technician Rs.37,500 per month. When the matter was posted for evidence in CR No.17/10, on behalf of the second party while filing the affidavits of Shri Amit Arun Gursale, Sr. Manager, Human Resources Department and Shri Noel Gonsalves, Line Maintenance Manager examining them' on oath as MW1 and MW2, in the evidence of MW1 the copies of extended transit inspection schedule of Shri Ganesh Sah; job requirement and job description of Transit A&C; extended transit Inspection Schedule of Jainendra Panwar and Maintenance Organisation Exposition and the Civil Aviation Requirements dated 20-1-1992 were got marked as Ex. M1 to M5 respectively. Inter alia Shri Ganesh Sah and Shri Jainendra Panwar while filing their affidavits examining themselves on oath as WW1 & WW2 respectively, in the evidence of WW2 got marked copies of Quality Management System Manual and Maintenance Organization Exposition as Ex. W1 &

W2 respectively. In CR No.18/10 also while filing the affidavit of Shri Amit Arun Gursale, Sr. Manager, Human Resources Department and Shri Noel Gonsalves, Line Maintenance Manager, examining them, on oath as MW1 and MW2 in the evidence of MW1 copies of Civil Aviation Requirement; Work Card dated 29-1-2009 and Maintenance Irregularity Report and Job Description of Aircraft Maintenance Engineer-C at (A&C) got marked as Ex. M1 to Ex. M4 respectively and Shri G. Dhanbalan while filing his affidavit examining himself as WW1 did not produce any documents. In CR No. 19/10 on behalf of the second party while filing the affidavit of Shri Amit Arun Gursale, Sr. Manager, Human Resources Department examining him on oath as MW1 copies of Resume of first party; Diploma Certificate pertaining to first party; EAD 777 General Familiarisation Course Certificate issued by Boeing; General Familiarisation course certificate issued by Aero Formation; Ramp, transit and Line Unit Replacement Course Certificate issued by Rolls-Royce and Certificate of Competence issued by Emirates on Fire and Safety Training got marked as Ex. M1 to M6 respectively. Inter alia first party while filing his affidavit examining himself on oath as WW1 did not produce any documents. In CR Nos. 17/10 & 18/10 when the second party contended according to their companies grading system the post of Aircraft Maintenance Engineer or Transition Aircraft Maintenance Engineer is equivalent to the post of Manager which is abbreviated as , M3B grade and they are required to carry out the inspection and certification of work pertaining to the Maintenance of Avionics related systems and components within the scope of their License and Approval and that the structure and reporting system of the officials who were under control and supervision of an Aircraft Maintenance Engineer or a Transition Aircraft Maintenance Engineer is Shift Co-Ordinators(4 in 4 shifts), Progress Chasers(4 in 4 shifts), Technicians (40 in 4 shifts) and Apprentices (20) in 4 shifts) and their key responsibility is to supervise the work of the Shift Coordinators, Progress Chasers, Technicians and trainees as under:

- (a) by ensuring that snags observed during inspections and those reported by the flight crew during the flight are rectified in an approved method.
- (b) by ensuring that all the work performed in connection with, Maintenance or Overhaul are in accordance with the requirements/ recommendations of the Manufacturers.
- (c) By ensuring all worksheets, inspection schedules, logbooks maintenance records are properly completed and certified as per CAR Sec.2 series F part VIII.
- (d) By ensuring that only approved materials and parts are used and the approved spares have necessary documentation and certification before installation on the aircraft.

- (e) By ensuring that while handling equipment(s) tools and carrying out any servicing of aircraft or components etc. necessary caution and safety procedures are to be followed.
- (f) By ensuring that tools and equipments used during maintenance are in serviceable condition.
- (g) While carrying out the maintenance work wherever applicable, approved schedule should be followed. It should also be ensured that approved methods, tooling, procedures and materials are used in carrying out the said work.
- (h) All AMEs/approved persons will be responsible to maintain their license current.

And were drawing salary of Rs.60,000 per month they do not fall under the definition of 'workmen' as defined 'under section 2(s) of the ID Act as such these are not an Industrial dispute within the meaning of the term industrial dispute defined under section 2(k) of the ID Act, 1947 as such this court has no jurisdiction to entertain and adjudicate upon these disputes, a rejoinder was filed in both these references contending that though they were working as Aircraft Mechanical Engineer with salary of Rs.60,000 p.m at the time of their termination they were drawing special tools from store or carry tool bag weighing around 15 Kg to the aircraft then, when Aircraft land. in the Airport, when Pilots remark for serviceability of aircraft or any trouble is faced by pilot rectify it and if it is covered under their approval as they can only rectify minor snag without using any external test equipment. Therefore, though they draw salary more than Rs. 60,000 per month at the time of their termination they are workmen as defined under Section 2(s) of the Industrial Disputes Act. This allegation in the rejoinder has been denied by filing reply for the second party. As far as the employee covered in CR No. 19/10 the second party when contended that the first party being the senior most Technician along with his normal duties he was also working in the supervisory capacity and was supervising the performance of Group of Trainees and Technicians, he is not covered under the definition of 'Workman' as defined in the Industrial Dispute Act, 1947, the first party filed a rejoinder denying such supervisory work being carried by him and that in the morning shift his duties. use to be to close the door of the Aircraft disconnecting the ground power unit and remove auto engine start as such duties performed by him were of workmen attracting ingredients of Section 2(s) of the Industrial Disputes Act his dispute regarding termination of his service do constitute an Industrial Dispute as defined under section 2(k) of Industrial Disputes Act, 1947.

3. With the above pleadings, oral and documentary evidence placed on record the learned advocates appearing for the parties addressed their common argument on the issue of workmen.

4. The learned advocate appearing for the first party while referring to certain provisions of Quality Management. System Manual and Maintenance Organization Exposition produced at Ex. W1 & W2 urged that the Aircraft Maintenance Engineers apart from the supervisory work were required to do physical work which are technical in nature therefore, they are to be held as workmen and as far as employee in CR No.19/10 his designation itself i.e. Technician suggests that he was a workman as such all the employees covered in these references be held as workmen rejecting the contention of the second party. In support of his argument he cited the following decisions:

1. AIR 1984 SC 914
2. 2006(6)SCC 548
3. 2008 (2)LLJ 708(SC)
4. 1998 ILR Kar 172
5. ILR 2007 KAR 499
6. 2000 (2)LLJ 1341
7. 2001 LLR 378
8. AIR 1984 SC 1462
9. AIR 1994 SC 1824
10. 1985 (3)SCC 371

5. Inter alia the learned advocate appearing for the second party while referring to proviso iv of Section 2(s) and the decision of the Division Bench of Kerala High Court in the case Philip C Abraham Vs. Sahara Airlines Ltd, challenge of which in Supreme Court Special Leave to Appeal(Civil)No.9685/2009 came to be dismissed by order dated 17-8-2009 urged that the Hon'ble Apex Court having upheld the decision of the division bench of the Hon'ble Kerala High Court holding the Aircraft Engineers as not the 'Workmen by dismissing the Special Leave Petition, it applies on all the force to the cases of employees covered in CR No.17/10 & 18/10. He also relied on the decisions reported in 2005-I-LLJ 1122 and 1970-II-LLJ -590 in support of his argument. The learned advocate appearing for the second party did not address any argument as far as the nature of job and position of employee covered in CR NO.19/10 who was a Technician. Probably no evidence being led in support of the contention as far as him is concerned that apart from his normal duties he was also working in the Supervisory capacity by supervising the performance of Group of Trainees and Technicians being the Senior most Technician, the employee covered in CR No.19/10 being not a 'Workman', no arguments was advanced by him in this connection.

6. On appreciation of the pleadings, evidence adduced by both the sides in the light of the arguments addressed by the learned advocates appearing for both sides, the relevant provisions of Quality Management System and Maintenance Organisation Exposition with the citations relied on by them I have arrived at the

conclusion the employees covered in CR No.17/10 & 18/10 being 'not the Workmen' as defined under section 2(s) of the ID Act, 1947, whereas, the employee covered in CR No. 19/10 being the 'workman' and as such the reference in CR No. 17/10 & 18/10 cannot be the Industrial Dispute as defined under Section 2(k) of the Industrial Disputes Act are liable to be rejected, whereas, the reference covered in CR No. 19/10 is an industrial dispute and reference shall have to be adjudicated on merits by this tribunal for the following reasons:

REASONS:

7. As far as the case of employees covered by CR No.17/10 & 18/10 who were Aircraft Maintenance Engineers it is fully covered by the decision of Division Bench of Hon'ble High Court of Kerala in the case of Philip C Abraham Vs Sahara Airlines Ltd, relied on by the learned advocate appearing for the second party which has been upheld by the Hon'ble Apex Court by dismissing the Special Leave Petition. The Division Bench of the Hon'ble High Court of Kerala in the Writ Appeal 1282/2008 preferred by Shri Philip C Abraham, Aircraft Maintenance Engineer in Sahara Airlines Ltd, upheld the order of Hon'ble Single Judge passed in WP(C) No.12019/2004 dated 20-12-2005 on the file of Hon'ble High Court of Kerala wherein it was held that Aircraft Maintenance Engineer cannot be a 'workman' as defined under Section 2(s) of the Industrial Disputes Act, 1947 and consequently his reference was held as not maintainable being not the Industrial Dispute as defined under Section 2(k) of the Industrial Dispute Act, 1947. In the said writ appeal it has been elaborately discussed and incorporated the considerations taken by the single judge while holding the Aircraft Maintenance Engineer is 'not a workman' incorporating the duties of the Aircraft Maintenance Engineer and hierarchy in the category which is in para 7 to 17 of the judgment of the Division Bench which reads as under:

"Before the Labour Court, the appellant had examined himself. On behalf of the management, an Assistant Manager who was working in the 1st Respondent establishment at New Delhi had examined himself by filing a proof affidavit in lieu of Examination-in-chief. In the proof affidavit filed, he has stated the duties of the Aircraft Maintenance Engineer.

In our opinion, it is apropos to refer to the duty of the Aircraft Maintenance Engineer which is not disputed by the Appellant herein. The same as under:

"The duty of the Aircraft Maintenance Engineer is to control, supervise and verify' the work done by the Technicians, who are under his control. The hierarchy in the petitioner's category at the relevant time is as follows:

The workman herein was working exclusively only on B-737-200 and he had no technicians detailed to work with him.

S Name of the Post No.	Total number of persons (Approximately)
1 Maintenance Manager	1
2. Assistant Maintenance Manager	1
3. Aircraft Maintenance Engineer	17
4. Foreman	14
5. Senior Technicians	13
6. Technicians	10
7. Helpers	10

Further it is important to note that, it is evident from Ext. W2 that he is drawing salary of Rs. 36,000 per month. Hence, being a person employed in supervisory capacity he is not a workman as defined under Industrial Disputes Act."

MW1 was cross-examined at length by the appellant. In the cross-examination nothing is elicited by the appellant which would come to his aid or benefit.

The Labour Court, while considering the evidence on record has come to the conclusion that the Assistant Manager working at New Delhi Branch who has been examined as MW1 joined duty in the management establishment in February 2003 and so he has no direct knowledge about the nature of work undertaken by the employee during his tenure of office. Since he is working in the administrative side he was not able to depose exactly the categories of aircraft maintenance engineers. Thus considering the clear pleadings and evidence by the employee and in the absence of any documentary evidence to prove that the employee was discharging supervisory duties under the management it can be found that the employee was not working in a supervisory capacity under the management but he was attending maintenance work as per the directions of the officials of the management thereby he is a workman, coming under the purview of Section 2(s) of the Industrial Disputes Act.

After coming to the aforesaid conclusion, the Labour Court further proceeded to state, that, the termination of the workman is illegal and contrary to the provisions of the Industrial Dispute Act, and, accordingly has directed the first respondent management to reinstate the appellant into service with monetary benefits, It is the correctness or otherwise of the award passed by the Labour Court was the subject matter of WP(C) No. 12019/2004.

Time and again the courts have observed that a Writ Court can interfere with the findings recorded by the Labour Court only if the said findings are perverse findings. Since the law on the point is well settled, it may not be necessary to quote in extensor the decisions on the aforesaid line of thinking.

In the evidence it has come on record that the appellant was appointed as Aircraft Maintenance Engineer.

It has also come on record that there is Maintenance Manager who would supervise his work. Immediately after Aircraft Maintenance Engineer there are foreman, senior technician, technician and helpers.

Ext.P1 which is produced along with the Writ Petition papers would give an indication about the nature of the work that an Aircraft Maintenance Engineer is supposed to perform when he is appointed as such by the first respondent establishment. A perusal of Ext.P1 would clearly indicate the duties and responsibilities of Aircraft Maintenance Engineer. In our opinion, for the purpose of disposal of this writ appeal, a reference to the duties and responsibilities of the Aircraft Maintenance Engineer is also necessary. Therefore, it is extracted hereunder:

Duties and Responsibilities of AME/approved persons:

To carry out the inspection and certification of work pertaining to Maintenance of Aircraft, Engines, instruments, Electrical, Radio communication/navigation equipments and components within the scope of their license or approval.

To ensure that all work performed in connection with maintenance or Overhaul are in accordance with the requirements/recommendations of the Manufacturer/Director General of Civil Aviation. While carrying out the maintenance work wherever applicable, approved schedule should be followed. It should also be ensured that approved methods, procedures and materials are used in carrying out the said work.

To ensure all worksheets, inspection schedules, log books, maintenance records are properly completed and certified as per CAR Section 2.

To ensure that snags observed during inspections and those reported by the flight crew during the flight are rectified in an approved method. Major defects/rectifications will be promptly reported and dealt with.

To ensure that tools and equipments used during maintenance are in serviceable condition and are tagged as serviceable. Those not serviceable are to be tagged as unserviceable and dispatched for servicing.

To ensure that only approved materials and parts are used and the approved spares have necessary documentation and certification before fitment on the aircraft.

To ensure that while handling equipment(s), tools and carrying out any servicing of aircraft or components etc. necessary caution and safety procedures are to be followed.

To certify the Certificate of Maintenance, Certificate of Flight Release, and certify in the log book entries, normal inspection schedules, special inspection schedules etc and complete relevant papers on time.

To supervise all technical work performed by technical staff on the aircraft and to ensure that standard

Airworthiness procedures and requirements, safety measures are adhered to and any defect or incident are to be reported to the shift in charge with the rectification action.

All AMEs/approved persons will exercise the privileges as per his license/approval scope and validity/rating.

All AMEs/approved persons will be responsible to maintain their license valid.

AME/approved persons at outstations shall report on regular basis about the base technical activity.

Keeping in view the evidence on record and the Ext.P1 that was produced along with the Writ Petition Papers, the learned Single Judge has come to the conclusion that the appellant cannot call himself as a workman and further the Labour Court should not have come to the conclusion with the available evidence on record that the appellant is a workman and therefore, the dispute would lie before the Labour Court.

Section 2(s) of the Industrial Disputes Act is as under:

2(s) "Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied and for the purposes of any proceeding under this Act in relation to an Industrial Dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or as a consequence of that dispute or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person

- (i) who is subject to the Air Force Act, 1950 (45 of 1950) or the Navy Act 1957 (62 of 1957) or
- (ii) who is employed in the police service or as an officer or other employee of a prison or
- (iii) who is employed mainly in a managerial or administrative capacity or
- (iv) who being employed in a supervisory capacity draws wages exceeding one thousand six hundred rupees per mensem or exercise either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

The question whether a particular workman was working only in the supervisory capacity is a question of fact and at best one of mixed fact and law. It will really depend upon the nature of the industry, the type of work in which he is engaged and the organizational set up of the particular industry and like factors. An officer whose duties involve the display of qualities of initiation and independence cannot be treated as a workman so as to

attract the provisions of the Act. The functions, duties and responsibilities set out in Ext.P1 are of Supervisory nature and therefore, by no stretch of imagination the Aircraft Maintenance Engineer has any of the attributes of a workman. The Learned Single Judge infact has elaborately discussed this issue and has come to the conclusion that the appellant is not a workman. We are in agreement with the reasoning and conclusion reached by the learned single judge."

8. In the instant case also it is not disputed the nature of the job of the Aircraft Maintenance Engineer being governed and guided by the provisions of Quality Management System (QMS) and Maintenance Organisation Exposition because such a suggestion made by the learned advocate appearing for the first party in the cross examination of MW1 & MW2 have been admitted by them. Since the duties and responsibilities of Aircraft Maintenance Engineer referred to by the learned advocate appearing for the first party from the Quality Management System and Maintenance Organisation Exposition are the same without any change referred to by the Hon'ble Single Judge in the Writ Petition, as such, in view of the judgment of Hon'ble High Court of Kerala in Writ Appeal No. 1282/2008 wherein the order of Single Judge in WP(C) No.12019/2004 of the said court wherein Aircraft Maintenance Engineers are held as 'not workmen' as defined under Section 2(s) of the Industrial Disputes Act is applicable on all force to the case on hand in respect of the employees covered in CR Nos.17/10 & 18/10 who were admittedly the Aircraft Maintenance Engineers drawing salary of Rs.60,000 p.m at the time of their impugned removal from service as such they cannot be the workmen as defined under Section 2(s) of the Industrial Disputes Act, 1947 and consequently the dispute raised by them in respect of their termination cannot be an Industrial Dispute as defined under Section 2(k) of the Industrial Disputes Act, 1947 giving rise to jurisdiction to this court for adjudication. In the result I have arrived at the conclusion the employees covered in CR Nos.17/10 & 18/10 who were Aircraft Maintenance Engineers in the Second Party were 'not workmen' thereby the dispute raised by them in respect of their termination is not an Industrial Dispute as defined under Section 2(k) of the Industrial Disputes Act as such this court has no jurisdiction to adjudicate upon such dispute.

9. As far as the employee covered in CR No. 19/10 who was the Technician as already adverted to by me above though an half hearted contention has been taken in the counter statement contending that since he was being most experienced and senior Technician was also working in the Supervisory capacity with his normal duties, in support of which no evidence is placed, no attempt was made by the learned advocate appearing for the second party to demonstrate or to satisfy this court that the Technician is 'not a workman'. As urged on behalf of the first party as far as this reference is concerned, his very

designation as 'Technician' suggest that he was doing manual labour of Technician and he was a 'workman'. His evidence that his job covers drawing wheels and brakes, load in the vehicle, taking to aircraft and then changing wheel and brakes in the Aircraft being personally fitted not being challenged in his cross examination, the nature of the job required to be done by him was skilled manual labour. I have no other go but, to accept that he was a 'workman' as defined under Section 2(s) of the Industrial Disputes Act, 1947. In the result I arrived at the conclusion the contention of the second party the employee covered in CR.No.19/10 who was a Technician was not a workman is bereft of any merit. Accordingly while arriving at the conclusion that employees covered in CR Nos. 17/10 & 18/10 who were Aircraft Maintenance Engineers are not, the workmen' and the employee covered in CR No.19/10 who was the Technician was a 'workman' as defined under section 2(s) of the Industrial Disputes Act, 1947. I have decided to reject the reference in CR Nos.17/10 & 18/10 because the employees covered in those references being not workmen' the dispute raised by them regarding their termination cannot be an industrial dispute as defined under Section 2(k) of the Industrial Disputes Act. In the result, I pass the following Order:

ORDER

The employees covered in CR Nos.17/10 & 18/10 who were Aircraft Maintenance Engineers are held as 'not workmen' as defined under Section 2(s) of the Industrial Dispute Act as such the dispute raised by them in respect of their termination from service being not an Industrial Dispute as defined under Section 2(k) of the Industrial Dispute Act, this Court has no jurisdiction to adjudicate upon such reference. Whereas I hold the employee covered in CR No.19/10 who was. Technician was a 'Workman' as such the dispute raised by him regarding his termination do amounts to Industrial dispute as defined under Section 2(k) of the Industrial Dispute Act' 1947 and the same has to be adjudicated on merits. The original order shall be kept in CR No.19/10 and a copy each in CR Nos.17/10 & 18/10 for reference. The order shall be communicated to the Ministry for publication if necessary in respect of CR Nos.17/10 & 18/10.

S. N. NAVALGUND, Presiding Officer
नई दिल्ली, 27 मार्च, 2012

का.आ. 1425.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 12/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2012 को प्राप्त हुआ था।

[सं. एल-12012/08/2010-आईआर (बी-II)]
शोश राम, अनुभाग अधिकारी

New Delhi, the 27th March, 2012

S.O. 1425.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2010) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 16-3-2012.

[No. L-12012/08/2010-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Wednesday, the 14th March, 2012

Present : A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 12/2010

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Overseas Bank and their Workman)

BETWEEN :

Sri D. Murugan : ...1st Party/Petitioner

Vs.

The General Manager
Indian Overseas Bank,
Central Office, Post Box No. 3765,
763. Anna Salai,
Chennai-2

...2nd Party/Respondent

Appearance :

For the 1st Party/
Petitioner : M/s T. Ramkumar, CD.
Sugumar, Advocates

For the 2nd Party/ : M/s NGR Prasad, Advocates
Management

AWARD

The Central Government, Ministry of Labour vide its Order No, L-12012/08/2010-IR(B-II) dated 9-4-2010 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the Management of the Indian Overseas Bank in terminating the service of Sri D. Murugan, a Temporary Messenger on 5-12-2008 is justified or not? What relief the workman is entitled to? 2. Whether the action of the management of the

Indian Overseas Bank for not adopting/violating the principal of natural justice is justifiable or not? What relief the workman is entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 12/2010 and issued notices to both sides. Both sides entered appearance through Advocates and filed their Claim, Counter and Rejoinder Statements as the case may be.

3. In the enquiry WW1 and MW1 were examined and documents marked on either side.

4. While so, the ID was mooted for Lok Adalat and discussions were held and eventually while the matter stood posted for final settlement today both parties together with the counsel appeared and filed Memorandum of Settlement under Section-18(1) of the ID Act.

5. The Management agreed to appoint the petitioner in service of the Bank as Messenger with salary of the scale of pay of Messengers from the date of his reporting for duty and the petitioner agreed not to claim any other relief and to forgo claim of back wages, continuity of service and monetary and other service benefits and further assured that the settlement has been to his full satisfaction and the settlement has been arrived at voluntarily in view of the fresh appointment given by the Bank to the petitioner and he gives up his claim in the ID.

6. I am satisfied that the settlement has been to the benefit of both the parties, especially to the petitioner and that the same has been arrived at in full satisfaction and the settlement is only to be recorded whereby no further claim by the petitioner survives against the Management for being obtained.

7. The settlement is recorded and an award is passed in terms of the settlement and the Respondent/Management is directed to appoint the petitioner as Messenger with salary of the scale of pay of Messengers with effect from today or the date of his reporting for duty as is deemed fit.

8. The Memorandum of Settlement forms part of the Award/Record.

A. N. JANARDANAN, Presiding Officer

नई दिल्ली, 27 मार्च, 2012

का.आ. 1426.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मोरमुगांव पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/8 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2012 को प्राप्त हुआ था।

[सं. एल-36012/3/2005-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 27th March, 2012

S.O. 1426.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/81 of 2005) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mormugao Port Trust and their workmen, which was received by the Central Government on 16-3-2012.

[No. L-36012/3/2005-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT : K. B. KATAKE, Presiding Officer

REFERENCE No. CGIT-2/81 of 2005

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF MORMUGAO PORT TRUST

The Chairman,
Mormugao Port Trust
Mormugao Harbour
Goa-403 803.

AND

THEIR WORKMAN

Dr. (Mrs.) Juliet Pinheiro
C/o. Dr. M. Pinheiro
S-3, Building No. 1
Kamat Complex
Tonca, Caranzalem
Panaji
Goa 403 002.

APPEARANCES:

FOR THE EMPLOYER : Mr. M.B. Anchan, Advocate.

FOR THE WORKMAN : Ms. P. Adpaikar, Advocate.

Mumbai, dated the 18th January, 2012

AWARD

1. The Government of India, Ministry of Labour & Employment by its Order No. L-36012/3/2005-IR (B-II) dated 01/06/2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Mormugao Port Trust, Goa in terminating the employment of Dr. (Mrs.) Juliet Pinheiro is legal and justified? If not, to what relief the workman is entitled for?"

2. After receipt of the reference, both the parties were served with notices. They appeared through their legal representatives. The second party filed her statement of claim at Ex-7. According to her, she was appointed by the first party as Assistant Medical Officer on contract basis since 26/03/1999. She served with the first party till 05-05-2000. Her service was further extended without break till 13-03-2001. On 17-01-2001 first party advertised three posts of Assistant Medical Officers. Since she was duly qualified, she had also applied. She was interviewed on 02-03-2001. She was selected at Sr. No. 3. The first party filled up the two posts. However did not give appointment to the second party. Therefore she made representation. In response thereto, first party informed that Dr. A.G. Kini was to be retired shortly and after vacancy she will be appointed to the post. Dr. A.G. Kini retired on 31-05-2001. However she was not given appointment to the post inspite of representation. However her service was further extended upto 25-06-2002 by the order dated 18-04-2001. Again her service was further extended upto 25-06-2003 by memorandum dated 25-06-2002. Thereafter again it was extended upto 24-12-2003 by memorandum dated 3/9/2003. She served continuously upto 24-12-2003 without break as her services was extended till that date. Again her service was extended upto 25-12-2004 by giving one day's break on 25-12-2003. However it was a public holiday. Therefore her service was continuous till 25-12-2004. The post of Assistant Medical Officer in MPT Hospital is a regular post. It is vacant. They have advertised for four posts of Assistant Medical Officer on contract basis on 9/8/2004. They appointed 5 Assistant Medical Officers. It shows the requirement of these posts. The authority was intentionally avoiding to appoint her though she was duly selected candidate. Intentionally and mala fide they have terminated her services. Therefore the second party has raised industrial dispute before ALC (C). As the conciliation failed, on the report of ALC, the Labour Ministry has sent this reference to this Tribunal. The second party workman therefore prays that she be reinstated as permanent Assistant Medical Officer at MPT Hospital Goa with full back wages and continuity of service and also prays for full settlement of her maternity benefit claim with other charges and the cost.

3. The first party resisted the statement of claim vide its written statement at Ex-10. They admitted that the second party was appointed on contract basis on a consolidated salary and the said contract period was extended from time to time till 25-12-2004. Her contract of employment expired on 25-12-2004.

4. According to them as an Assistant Medical Officer the second party was discharging supervisory and administrative functions/duties. As such she was not a 'workman'. Therefore the reference is not tenable and this Tribunal has no jurisdiction to entertain the same. MPT Officers Association have raised industrial dispute. It was

referred to Ministry of Labour. Ministry contended that the officers cannot be termed as 'workman' under Section 2 (s) of I.D. Act. Hence the dispute was not maintainable under I.D. Act. Same principle would be applied to this case.

5. They further contended that as she was appointed on contract basis there is no employee-employer relationship between them. Her services expired after expiry of the contract period. She was selected at Sr. No. 3 in the select list. However she could not be appointed on that post for want of vacancy. When the post became vacant, by the time the list expired. Therefore she could be appointed. According to them when she was not their employee, she cannot claim EL or maternity leave. Therefore they contended that the reference is devoid of merit and pray that the same be dismissed with cost.

6. The workman has also filed rejoinder at Ex-11. She repeated the same averments in the statement of claim and denied the averments in the written statement.

7. Following are the issues framed by my Ld. Predecessor at Ex-16 for my determination. I record my findings thereon for the reasons to follow:

Sr. No. 1.	Issues	Findings
Whether Dr. (Mrs) Juliet Pinheiro is a workman?		No
2. Whether she is the employee of the first party?		Yes
3. Is discontinuation of second party legal?		Does not arise.
4. Is second party entitled for reinstatement ?		Does not arise.
5. If yes, what relief she is entitled?		No relief.
6. What order?		As per final order.

REASONS

Issue No. 1 :

8. In this respect the Ld. Adv. for the first party submitted that, the second party was appointed for a particular period as Assistant Medical Officer. He submitted that, she was doing supervisory and managerial work. He pointed out that the workman has admitted in her cross at Ex-19 page 10 thereof that the register of staffs attended o/t Ex-17 pages 22 & 23 bear her signatures in regards to the duties attended by the paramedical staff. She further says in her cross that these duties are attended by staff in the operation theatre and this is used for that purpose. Though she stated that she was not allotting work to the staff, she had admitted her signature on the register so also she has admitted her signature on the diet charts. Though she has denied AMO has the prerogative ACR for Class III and Class IV employees, she has admitted her signature on page 78 of Ex-17. In short, as Assistant Medical

Officer the second party was doing supervisory and managerial work. Therefore the Ld. Adv. for the first party submitted that she cannot be termed as a 'workman'. On the point Apex Court ruling can be resorted to in Management of Heavy Engineering Corpn. Ltd. V/s. PO Labour Court & Ors. 1997 1 LLJ 569 wherein in respect of General Duty Medical Officer Gr-II was in-charge of nursing attendant, sweeper, ambulance driver etc., the Hon'ble Court in respect of such a medical officer observed that;

"Such doctor is working in supervisory capacity and cannot be regarded as workman and his termination was found to be valid."

9. The second party was Assistant Medical Officer and all the nursing staffs were working under her control. She used to sign the staff register. She was also signing the diet chart. She was also writing ACR of the staff. All these indicate that she was doing supervisory work. Therefore in the light of above observation of Hon'ble Apex Court, I hold that the second party is not workman as defined under Section 2 (s) of the I.D. Act. Accordingly I decide the issue no. 1 in the negative.

Issue No. 2 :

10. In this respect the fact is not disputed that the second party was appointed by the first party for a fixed period as an Assistant Medical Officer. The period of her service was extended from time to time from March 1999 to December 2004. Though she was appointed on contract basis, she was not appointed through contractor. In short there was relation of employee-employer between the second party and the first party. Thus it needs no further discussion to decide this issue no. 2 in the affirmative.

Issues Nos. 3 & 4:

11. The second party was admittedly appointed on contract basis for a particular period. Her period was extended from time to time for about more than 4 years. However neither she was recruited against permanent post nor was appointed against clear vacancy. Her services came to end by expiry of time limit. Her services were not terminated or question of termination also does not arise. Furthermore as the second party is not 'workman' this Tribunal has no jurisdiction to decide this reference. Therefore direction of reinstatement also cannot be given to the first party. Accordingly I decide these issues nos. 3 & 4 as does not arise.

Issues Nos. 5 & 6:

12. In the light of above discussions as the second party is not a workman, question of granting any relief to her does not arise. Accordingly, I decide this issue no. 5 in the negative and proceed to pass the following order.

ORDER

The reference stands rejected with no order as to cost.

Date: 10-01-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 27 मार्च, 2012

का.आ. 1427.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय ए आसनसोल के पंचाट (संदर्भ संख्या 50/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-2012 को प्राप्त हुआ था।

[सं. एल-22012/380/2003-आई आर (सीएम-II)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th March, 2012

S.O. 1427.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Nimcha Colliery of M/s. Eastern Coalfields Limited, and their workmen, received by the Central Government on 27-3-2012.

[No. L-22012/380/2003-IR(CM-II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Shri KISHORI RAM, Presiding Officer/Link Officer

REFERENCE No. 50 of 2004

Parties : The Agent, Nimcha Colliery of M/s. ECL, PO: Bidhanbagh (Burdwan)

Vs.

Sri Arjun Bhuiya

REPRESENTATIVES:

For the Management : Sri P. K. Goswami

For the union (Workman) : Sri Rakesh Kumar
Industry : Coal State : West Bengal

Dated the 24-02-12

AWARD

In exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No.L-22012/380/2003-IR (CM-II) dated 04-10-2004 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Nimcha Colliery in dismissing Sri Arjun Bhuiya vide Order No. MAZ/GM/Pers/C/97/1445(P) dated 11/13-2-1997 is legal and justified. If not, to what relief he is entitled?”

Having received the Order No. L-22012/380/2003-IR (CM-II) dated 04-10-2004 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 50 of 2004 was registered on 14-10-04 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed for submission of their written statement along with documents and lists of witness etc.

On perused the case record it is found that the case has already been settled on 24-11-11. Sri Rakesh Kumar, General Secretary of the union appeared and filed a petition along with copies of memorandum of settlement praying therein for closure of the case as the case has been settled amicably. A letter bearing Ref. No. SAT/PER/Re-instatement/2011/445 dated 28-11-2011 along with copy of memorandum of settlement from the office of the General Manager, Satgram Area has been also been received in this office, which shows that the case has already been settled between the parties, as per the Form ‘H’ duly signed by the workman, Arjun Bhuiya and authorities of the management concerned.

In view of the aforesaid facts and circumstances, it is hereby ordered that the case is closed and accordingly a settlement award with the terms and conditions of the Form ‘H’ as and integral part of it, is passed.

ORDER

Let an “Award” be and same is passed as per above. Form ‘H’ containing terms and conditions to form part of the Award. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

KISHORI RAM, Presiding Officer/Link Officer

FORM ‘H’

(See Rule 58) under Industrial Dispute
Central Rules—1957

Memorandum of settlement arrived at between Sri Arjun Bhuiya, Ex. Ug. Loader, UM No. 354489 of Nimcha (R) Colliery and Management of Satgram Area (ECL).

Representative of Management	Ex. Workman Concerned
	1. Sri Arjun Bhuiya

- | | |
|--|--|
| 1. Sri N. Jha, General Manager,
Satgram Area. | Ex. Ug. Loader, UM No. 354489
Nimcha (R) Colliery |
| 2. Sri J.S. Sayare, Dy.C.P.M.
Satgram Area. | |

3. Sri B. Bhowmick Dy., P.M.
Nimcha (R) Colliery

SHORT RECITAL OF THE CASE

1. Sri Arjun Bhuiya Ex. Ug. Loader, U.M. No. 354489 of Nimcha (R) Colliery was charge sheeted for absconding from duty from 12-09-1996. A departmental enquiry was conducted, wherein the charges were proved and accordingly Sri Arjun Bhuiya was terminated from his services on dismissal vide letter No. SAT/PER/GM/C/97/1445(P) dated 11/13-02-1997.
2. Sri Arjun Bhuiya Ex. Ug. Loader, U.M. No. 354489 of Nimcha (R) Colliery had submitted mercy application for his re-instatement in service and the Competent Authority, ECL has been pleased to approve re-instatement of his service on revocation of his aforesaid order of dismissal without payment of any back wages subject to ascertaining his medical fitness as communicated by Sr. Manager (P/L & IR) ECL HQ vide letter Ref. No. ECL/CMD/C-6 (D)/11/11/DA791 dated 12/13-08-2011.

TERMS AND CONDITION OF SETTLEMENT

1. Agreed that Sri Arjun Bhuiya, Ex. Ug. Loader, U.M. No. 354489 of Nimcha (R) Colliery will be re-instated in service in his previous designation as he has been declared fit for any job in the mines by the competent medical board, Satgram Area and to be posted in any the colliery under Satgram Area where there is requirement.
2. Agreed that this settlement resolves the dispute fully and finally. Neither the workman concerned nor his Union shall raise any dispute in any forum court of law after this settlement in this regard. Unit management has confirmed vide Ref. No. Agent/Nim/Re-inst/11/722 dated 14-09-2011 that one CGIT case vide No. 50 of 2004 is pending at Asanol & even he has assured for unconditional withdrawal of his CGIT case pending at CGIT/Asanol before his reinstatement. Process for his Re-instatement in service will be made accordingly.
3. Colliery Authority have further confirmed vide Ref. No. Agent/Nim/Re-inst/11/722 dated 14-09-2011 that Sri Arjun Bhuiya has withdrawn his CMPF accumulation but not drawn his gratuity amount.
4. Agreed that the Ex-employee concerned will not be entitled for any back wages for the period of his idleness and the period of his absence/idleness shall be treated as DIES-NON.
5. Agreed that the Ex-employee will be allowed the benefit of continuity of service for the period of his idleness for the purpose of computation of his final gratuity payment only.
6. Agreed that the Ex-employee on such re-instatement in service shall be on probation for a minimum period of ONE (1) year and the same will be confirmed only on

receipt of satisfactory performance certification on expiry of probation period by CGM/GM of the area.

7. Agreed that the instant settlement has been arrived with the free consent of the ex-workman concerned as he has found the settlement to be reasonable, just and free from any kind of influence.
8. Agreed that a copy of this Memorandum of Settlement shall be sent to the CGIT/Asansol & Regional Labour Commissioner (C), Asansol, for registration as per I.D. Act 1947.
9. The workman will submit his undertaking that in future he will not commit the misconduct of unauthorised and/or habitual absence from duty.

The Agreement is signed by both the parties on 24-11-2011.

Management Representatives Ex-Workman Concerned

1. (N. Jha.)
General Manager
Satgram Area
1. (Sri Arjun Bhuia)
Ex. Ug. Loader, Nimcha
(R) Colliery U M No. 354489
2. (J.S. Sayare)
Dy. Chief Personnel
Manager Satgram Area
3. (B Bhomick)
Dy. Personnel Manager
Nimcha (R) Colliery.

WITNESSES

Name	Designation	U.M. No.
1. Sri Debi Chand Majhi,	Ug. Loader	688420
2. Sri Sahan Majhi	Ug. Loader	118217
Area/Colliery	Signature	
Nimcha R Colly./Sat. Area	Debi Chand Majhi 24-11-11	
Nimcha R Colly./Sat Area	Sohan Majhi 24-11-11	

नई दिल्ली, 27 मार्च, 2012

का.आ. 1428.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंध में निरदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय आसनसोल के पंचाट (संदर्भ संख्या 57/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-2012 को प्राप्त हुआ था।

[सं. एल-22012/332/2004-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th March, 2012

S.O. 1428.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial

Dispute between the management of of M/s. Eastern Coalfields Limited, and their workmen, received by the Central Government on 27-3-2012.

[No. L-22012/332/2004-IR (CM-II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Shri KISHORI RAM, Presiding Officer/Link Officer

REFERENCE No. 57 of 2005

Parties : The management of J.K. Nagar Colliery of M/s. ECL

Vrs.

Sh. Samar Majhi

REPRESENTATIVES:

For the Management : Mr. P. K. Dss
For the union (Workman) : Mr. M. K. Bandopadhyay
Industry : Coal State : West Bengal

Dated the 02-02-2012

AWARD

In exercise of powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No.L-22012/332/2004-IR (CM-II) dated 20-07-2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Eastern Coalfields Limited in denying employment in respect of Sh. Samar Majhi dependant son of Late Khicha Majhi of J.K. Nagar Colliery is legal and justified? If not, to what relief Sh. Samar Majhi is entitled?”

Having received the Order No. L-22012/332/2004-IR(CM-II) dated 20-07-2005 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 57 of 2005 was registered on 17-08-05 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

2. The case of petitioner Samar Majhi as represented by the Union concerned is that Khicha Majhi, an employee of M/s. Eastern Coalfields Ltd. posted at its J.K. Nagar Colliery died on 24-10-1997 at Central Hospital Kalla, by

leaving his petitioner son Samar Majhi dependant handicapped. The copies of Death Certificates of the deceased were issued by the Hospital and Asansol Municipal Corporation. The petitioner duly applied for his employment under the provision of NCWA. His relationship certificate was issued. He on his pre-appointment medical examination was declared unfit for underground job by the Medical Board. So he was not offered any employment, though suitable employments to many 25 persons were provided in similar cases as raised by the Union. By depriving the petitioner of his employment for invaluable seven years, the Management Authority kept him idle, for which the Management is liable to pay him monetary compensation, as he is entitled to employment as well as compensation. The action of the Management in denying his employment is illegal.

3. The Management did not file its written statement.

FINDING WITH REASONING

4. At the outset, it is found that despite allowing ample opportunity given to the Management, no written statement was filed on its behalf, though Mr. P.K. Das, the learned Advocate for the Management intermittently represented and cross-examined petitioner Samar Majhi on his affidavit statement.

5. On perusal of the materials of the case record, it stands proved that petitioner Samar Majhi is the dependant handicapped son of Ex. employee Khicha Majhi of M/s. ECL (his service except exhibit pw1 who while posted at J. K. Nagar Colliery died on 29-10-1997- (his death certificate exhibit pw2) 10 years prior to his superannuation. The petitioner is though handicapped of Left upper limb (Physically handicapped Certificate- exhibit pw3) yet capable to perform all kinds of job. In fact, in the pre-appointment medical examination, he was declared unfit for underground job as per the Management's letter dated 26-08-2002 (Exhibit pw4). Then he was given the letter of refusal and option as per the Management's letter dated 10-01-2003 (Exhibit pw5). He claimed for employment as well as monetary compensation identical to the wages of Category 1 from 1998, as a few handicapped like him as per their lists (Exhibit pw6, 6/A and 6/B) were provided employment. The service record of deceased ex-employee Khicha Majhi provides the name of the petitioner with other brothers. He had applied for service in the company, though he could not recall its time, and had submitted his handicapped certificate before J.K. Nagar Office.

6. Mr. Milan Kr. Bandopadhyaya, the learned Advocate for the union submits that the handicapped petitioner was though found medically unfit for underground job, yet capable for a work on the surface. But the Management as per letter dated 10-01-2003 refused his employment on the ground of his handicappedness. Whereas the contention of Mr. P.K. Das, the learned counsel for the Management is that mere evidence of the petitioner un-serves the terms of the reference, for he could not show income of the members of the deceased workman nor challenge the Medical Report still prevailing, so he is not entitled to any relief.

7. On the consideration of the materials on the case record. I find that the Management's letter dated 26-08-2002 (Exhibit pw4) proves that the petitioner's claim pertains to the period of year 1997 and he was found unfit for underground job in his initial medical examination. It indicates the petitioner had applied for employment in the year 1997 just after the death of his father on 24-10-1997 (Exhibit pw1) 10 years earlier than his factual retirement. And the possibility of employment to him on surface of the colliery can not be ruled out. Under these circumstances, it is held and accordingly hereby ordered.

ORDER

Let an "Award" be and same is passed that the action of the Management of E.C.L. in denying employment in respect of Samar Majhi dependent son of the late Khicha Majhi of J.K. Nagar Colliery is illegal and unjustified. So petitioner Samar Majhi is entitled to an employment as dependent son of late Khicha Majhi on the surface of the Colliery. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

KISHORI RAM, Presiding Officer/Link Officer

नई दिल्ली, 27 मार्च, 2012

का.आ. 1429.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डबल्यू.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 54/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-2012 को प्राप्त हुआ था।

[सं. एल-22012/216/2003-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th March, 2012

S.O. 1429.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Ballarpur Sub Area of Western Coalfields Limited, and their workmen, received by the Central Government on 27-3-2012.

[No. L-22012/216/2003-IR (CM-II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/54/2004 Date: 09-03-2012.

Party No. 1 : The Sub Area Manager, Ballarpur Sub Area of WCL, Post & Tah. - Ballarpur, Distt. Chandrapur (MS)

Versus

Party No. 2 : Shri S.K. Roy, President,
Koyla Shramik Sabha (HMS),
Ballarpur Sub Area, Post &
Tah. Ballarpur Distt. Chandrapur (MS).

7697/12-15

AWARD

(Dated: 9th March, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri S.K. Roy, for adjudication, as per letter No.L-22012/216/2003-IR (CM-II) dated 7-05-2004, with the following schedule:-

"Whether the action of the management in relation to Ballarpur Sub Area of Western Coalfields Ltd., in issuing the Office order No. WCL/BA/GM/PER/ 5888 dated 16-10-2001 and cancelling the promotion of Shri S.K. Roy granted earlier vide office order no. WCL/BA/CGM/PER/7596 dated 7-2-2000 is legal & justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, "Koyla Shramik Sabha(HMS)", ("the union" in short), filed the statement of claim on behalf of the workman, Shri S.K. Roy, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman as presented by the union in the statement of claim is that party no. 1 is a government company and one of the subsidiaries of Coal India Ltd. and the provisions of the NCWAs are applicable to the party no. 1 and its employees and the workman was appointed as a trainee in category no. 1, daily rated worker w.e.f. 20-1-1979 at Ballarpur Open Cast mine by the party no. 1 and he was promoted as fitter in category IV w.e.f. 17-6-1982 and as fitter in category V w.e.f. 1-4-1986, but his designation was changed by the party no. 1 as winder in category V arbitrarily vide office order no. 0535 dated 6-02-1988 and he was further promoted as winder cat.-VI w.e.f. 5-02-1991 and all along, the workman was doing the job of repairing of submersible pumps and motors, which was cent percent mechanical job and the workman was further promoted as Asst. Foreman(Electrical/Mechanical) in Tech & Supervisory Grade 'C' w.e.f. 1-01-1995, vide office order no. 3312 dated 19-10-1995 and 3876 dated 17/26-12-1995 and the workman as selected for the company level highest award for his excellent performance and was rewarded by the Chairman-cum-Managing Director of WCL in a function 15-8-1996 and the workman was transferred to Town Administrative Department, Ballarpur Area vide office order no. 2497 dated 9/10-9-1996 and then he was further promoted to the post of Foreman(Mech.) T & S Gr. 'B' w.e.f. 1-7-1999 along with six others, on the recommendation of DPC vide officer order dated 4/7-2-2000 of Area Personnel Manager, Ballarpur Area and he was kept on probation for six months. The further case of the workman as projected by the union is that the workman was all along raising grievances of the

employees in the capacity of a union representative and also reporting against the corrupt executives of the party no. 1 at local level and also to the head office and vigilance department, so the party no. 1 took exception for the same and wanted to victimize him by hook or crook and out of grade, attempt was made for his transfer to other place in August, 1999, but the same was not successful and two officers against whom he had made complaint and who were posted in the Area Office put pressure on the management of Ballarpur sub area to change his designation and the Personnel Manager, Ballarpur sub area, vide office order no. 2013 dated 31-12-2000/4-1-2001, changed his designation as Asst. Foreman (Electrical), illegally, arbitrarily and whimsically, without giving him any chance to have his say and without following the procedure of section 9 A of the Act, with a view to stop his further carrier growth and demoted him and though he made several representation against such order, his representations including the representation dated 11-1-2001 remained unheard and un-replied and vide office order no. 5888 dated 15/16-10-2001, he was demoted by the party no. 1 from Foreman (Mechanical) Gr. B to Gr. C and re-designated as Foreman(Elect.) and his basic wages was reduced by Rs. 839/- per months and the terms and conditions of his service were changed and the same was done arbitrarily, illegally and without giving any chance to him to explain his case and without following the procedure laid down under Section 9 A of the Act and the action was also in contravention of the provisions of clause 21.1 of the Certified Standing Orders. It is further pleaded by the workman that Shri Deepak Kumar Goswami, Winder, Central Work Shop, Tadali of WCL was given service linked up-gradation as per provisions of NCWA and was promoted as Chargeman/ Asst. Foreman T & S Gr. 'C', vide office order no. 26 dated 5-2-1994 and then to the post of Foreman (Mech.) in T & S Gr. 'B' w.e.f. 1-7-1998 vide officer order no. 2861 dated 23/26-07-1998 and in the mean time, the other six employees, who were promoted vide office order no. 7596 dated 4/7-2-2000 in T & S Gr. along with him have been promoted to T & A grade 'A' and therefore, he is entitled for restoration of his promotion in T & S grade 'B' w.e.f. 1-7-1999 and also to grade 'A', from the date others have been given promotion with back wages and consequential benefits.

3. The party no. 1 in the written statement has pleaded inter-alia that the relevant cadre to which the case of the workman is related is called "Electrical and Mechanical" and in the said discipline, there are different growth channels for the persons working in electrical trade and mechanical trade and qualification and experience for these trades are also different and the workman was initially appointed as ITI apprentice on 20-1-1979 and he became fitter helper in cat. II in the year 1980 and was promoted as Mech. Fitter cat. IV on 19-6-1982 and Fitter cat. V on 1-1-1986 and on his request, he was re-designated as winder cat. V w.e.f. 1-04-1986 and he was promoted as

winder cat VI on 5-02-1991 and the job of winder is in electrical side, as it involves working of electrical motors etc. and the workman had also raised an industrial dispute for posting him as winder cat. VI and on the basis of the assurance given before the CGIT, he was placed as winder in cat. VI vide office order dated 24-1-1993 and the workman also obtained a certificate from the management showing his experience and work in electrical trade for obtaining workman's permit, which is necessary for growth in electrical trade and he did obtain such a certificate in 1995 from the Maharashtra Government and vide office order dated 19-10-1995, the workman was promoted as Asst. Foreman (E & M) in Tech. & Supervisory Gr. 'C' w.e.f. 1-1-1995 and in fact, by virtue of his work performance in cat. VI as a winder, in electrical trade, his promoted designation should have been Asst. Foreman (Elect.) and even after his promotion as Asst. Foreman (E & M), he had been performing his duty in motor winding section in Electrical Trade. The further case of party no. 1 is that in the year 2000, DPC was held in E & M Cadre for promotion to Tech. & Supervisory Gr. 'B' posts and in the DPC, on the basis of erroneous preparation of background data, the name of the workman was shown as Asst. Foreman (Mech.) and the same was not correct, because the workman had neither been working in the Mechanical Trade nor he was designated as Asst. Foreman (Mech.) in the grade 'C' post and according to the cadre scheme, such persons who are having experience as Mechanical fitter in cat. VI are eligible for promotion to the post of Asst. Foreman (Mech.) and such facts remained unnoticed, so the workman was recommended by the DPC for promotion to the post of Foreman (Mech.) w.e.f. 1-7-1999 vide office order dated 4/7-2-2000 and such irregularity remained un-rectified, till it was brought to the notice of some of the persons working in E & M cadre and complaint by one of the operating unions and the promotion case of the workman was reviewed and the irregularity was rectified by withdrawing his promotion order to the post of Foreman (Mech.) vide office order dated 10-10-2001 and his designation was also rectified as Asst. Foreman (Elect.) and the workman is shifting his stand and claiming that he is in Mechanical trade and the workman is not eligible for promotion to the post of Foreman (Elect.) in Tech & Supervisory Gr. B. and being fully aware of his background, he is trying to secure a decision in his favour and action or benefit which is ab-initio void or erroneous is liable for correction and the management has therefore rightly rectified the apparent error and no infringement of any service condition or cadre norms have been violated and the workman was never subjected to victimization and standing order no. 21 does not support the claim of the workman as his case was not a case of transfer and his case was a case of correction in promotion done on mistake of facts in irregular fashion and as per the implementation instruction no. 32 of NCWA-VI, the

workman was given placement in T & S Gr. 'B' with effect from 1-01-2000 with financial benefit from 1-1-2001 vide letter dated 2/4-6-2005 though it is not in term of reference and the workman is not entitled for any relief.

4. In his rejoinder, the workman has admitted that he was entitled for service linked up-gradation in T & S gr. 'B' from 1-1-2003 in terms of para. 2.11.0, chapter II of NCWA-VI dated 23-12-2000, whereas, the same was given to him w.e.f. 1-1-2005 and he made complaint vide letter dated 12-2-2005 and as such, the management vide letter no. 78 dated 16-4-2005 issued corrigendum, but the up-gradation was given from 1-1-2004 instead of 1-1-2003, so, he again approached the management and the management vide letter no. 606 dated 10-7-2005 issued corrigendum giving effect to the order from 1-1-2003. The workman has also mentioned in the rejoinder that by virtue of circular no. 1043 dated 22-1-2002 of JBCCI and implementation instruction no. 32, he was entitled for grade 'B' w.e.f. 1-1-2000 and the management implemented the same in similarly situated case in 2002 itself, but in his case, the same was given to him vide office order no. 303 dated 4-6-2006, after lapse of four and half years.

5. Before proceeding with the case, I think it apropos to mention here that the workman in his rejoinder has claimed that he is entitled for wages of category V from 22-11-1980 itself and he is also entitled to interest on the arrears given to him. This reference has been made to adjudicate the legality or otherwise of the order passed on 16-10-2001, cancelling the promotion of the workman granted vide office order dated 7-2-2000. It is well settled that the Tribunal cannot go beyond the schedule of reference and decide issues beyond the issue referred in the schedule. Hence, the claim of the workman regarding payment of wages of category V from 22-11-1980 or interest on the arrears cannot be adjudicated at all, the same being beyond the schedule of reference.

6. Both the parties have adduced oral evidence in support of their respective claim, besides placing reliance on documents. The workman has examined himself as a witness and has reiterated the facts mentioned in his statement of claim and rejoinder, in his examination-in-chief, which is on affidavit. In his cross-examination, the workman has admitted that armature winding is not in mechanical trade and an armature winder cannot be promoted in mechanical trade and his promotion to mechanical Gr. 'B' Foreman was subsequently cancelled and he was never victimized by the management in regard to his promotion earlier and at present, he is working as a Foreman (Electrical) and he has not raised any objection when the management promoted him as Winder category V & VI.

7. One Janardhan Pande, Superintendent Engineer (E & M) Ballarpur sub area has been examined as a witness on behalf of party no.1. This witness has also reiterated the facts mentioned in the written statement, in his evidence on affidavit.

8. At the time of argument, it was submitted by the learned advocate for the workman that the workman was all along working on the mechanical trade and the documents filed by the workman and the evidence on record support the claim of the workman and the workman was promoted as Asstt. Foreman (Mech.) and then as Foreman (Mech.) T & S Gr. 'B' and after his promotion as grade 'B' Mechanical Foreman, the party no. 1 cancelled the promotion order on and designated as Asstt. Foreman Electrical in Gr. 'C' arbitrarily and without any show cause and as such, the orders were illegal and in view of the promotional channel of E + M Personnel to Foreman in-charge, the workman was entitled for the promotion and as such, the order dated 16-10-2001 is illegal and the workman is entitled for wages and other consequential benefits of T & S Gr. 'B' from 16-10-2001 and for promotion to Gr. 'A' on and from the date, his other colleagues were promoted.

In support of such contentions, the learned advocate for the workman relied on the decisions reported in AIR 1994 SC- 853 (S.P. Chengal Varaya Vs. Jāgannath), 1986 LAV IC 619 (Delhi High Court) (V.N. Bahuguna Vs. Union of India) and AIR 1994 SC-2480 (Bhagwan Shukla Vs. Union of India).

9. Per contra, it was submitted by the learned advocate for party no. 1 that the workman was working as a winder, category V & VI, before his promotion as Asstt. Foreman and for promotion and growth in mechanical section, the lowest post in supervisory cadre is Asstt. Foreman (Mechanical) and eligibility for the said post is six years experience as mechanical fitter category VI and for ITI, four years experience as mechanical fitter category VI and the workman had never worked as category VI mechanical fitter and therefore, he was not eligible for consideration for promotion as Asstt. Foreman in technical supervisory Grade 'C' in mechanical cadre and the promotion of the workman was in electrical stream as he was working in electrical trade and as it was a mistake, a corrigendum was issued by the management designating the workman as Asstt. Foreman (Elect.) and as the promotion of the workman as Foreman (Mechanical) in supervisory grade B was done in an erroneous and mistaken circumstances and as he was not in mechanical stream, his promotion as Foreman (Mech.) vide order dated 7-2-2000 was ab-initio erroneous and void and when such mistake was identified, the promotion was cancelled vide office order dated 16-10-2001, and Section 9A of the Act has no application to this case, as the cancellation of the promotion order doesn't amount to breach of Section 9A of the Act.

10. It is the admitted case of the parties that the workman was working as a winder category V & VI, before his promotion as Asstt. Foreman. It is also found that the workman was promoted and designated as Asstt. Foreman (Mechanical) Gr. 'C'. The promotional channel of E & M

Personnel (Mechanical fitter) shows that for promotion as Asst. Foreman Grade 'C' (Mechanical), 4 years experience as mechanical fitter category VI is necessary and the mode of promotion is by DPC/Selection test. Likewise, the promotional channel of E & M Personnel, armature winder, helper to armature provides that the eligibility for promotion to Asst. Foreman Grade 'C' is 3 years experience as electrician category VI. So, it is clear from the above facts that the designation of the workman as Asst. Foreman, Mechanical was a bonafide mistake. According to the above mentioned promotional channel, for promotion as a Foreman (Mech.) Gr. 'B', 4 years experience as Asst. Foreman (Mech.) is necessary and for promotion to the post of Foreman (Elect.) Gr. 'B', 3 years experience as Asst. Foreman and Electrical Supervisory certificate is necessary. From the above facts it is clear that due to bonafide mistake and due to submission of wrong data, the workman was promoted as, Foreman (Mech.) Gr. 'B' and when party no. 1 came to know about such mistake, by order dated 16-10-2001, the mistake was rectified and the promotion order dated 7-2-2000 was cancelled. The cancellation of an order which is void ab-initio cannot be said to be change of service condition or any other conditions as mentioned in IVth schedule of the Act and as such, it cannot be said that there was violation of section 9 A of the Act.

11. It is clear from the pleadings of the parties and the evidence on record that the workman was given promotion in electrical trade and now he is working as a Foreman (Elect.). So, there is no question of victimization of the workman in regard to his promotion and carrier progress. In view of the peculiar facts and circumstances of the case at hand, with respect, I am of the view that the decisions cited by the learned advocate for the workman have no clear application in this case. Hence, it is ordered:-

ORDER

The action of the management in relation to Ballarpur Sub Area of Western Coalfields Ltd., in issuing the office order No. WCL/BA/GM/PER/5888 dated 16-10-2001 and cancelling the promotion of Shri S.K. Roy granted earlier vide office order no. WCL/BA/CGM/PER/7596 dated 7-2-2000 is legal & justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 27 मार्च, 2012

का.आ. 1430.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई.सी.एल. के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 79/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-2012 को प्राप्त हुआ था।

[सं. एल. 22012/447/1990-आई आर (सी-11)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th March, 2012

S.O. 1430.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 79/91) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workmen, which was received by the Central Government on 27-3-2012.

[No. L-22012/447/1990-IR (C-II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/79/91

Presiding Officer : SHRI MOHD. SHAKIR HASAN

The General Secretary,

M. P. K.M.S. (HMS),

PO Dhanpuri Colliery, Distt. Shahdol

... Workman

Versus

The Sub Area Manager,

SECL,

Chachai and Rungta Colliery,

PO Amlai, Distt. Shahdol

...Management

AWARD

Passed on this 1st day of March, 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/447/90-IR (Coal-II) dated 16-4-91 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Chachai & Rungta Group of Sohagpur Area of SECL, PO Amlai Colliery, Distt. Shahdol in refusing to protect the basic wage of Shri Shiv Nath, Loader in Group V on his promotion/placement to the post of Mining Sirdar w.e.f. 24-11-1983 is legal and justified? If not to what relief the workman is entitled and from what date?”

2. The case of the Union/workman in short is that the workman Shri Sheonath was working as Piece rated Tub Loader at Chachai Underground Mine of SECL. He passed the certificate of Mining Sardar and was promoted to the post of Mining Sardar/Short firer vide order dated 19-9-1984. After amendment of the order, his date of promotion was made effective w.e.f. 24-11-83 vide order dated 29-9-85. It is stated that on promotion, his basic wages was fixed at the initial stage of Rs. 742 per month whereas as piece rated Tub loader, his group wages was Rs. 845 per month or Rs. 32.51 per day. The workman approached the management to protect his basic wages

but of no effect. The workman raised dispute before the Asstt. Labour Commissioner (C), Shahdol. On failure report the dispute was referred to the Tribunal. It is stated that the promotional benefits in other areas of the company had been given to the Mining Sardar who had been promote to Mining Sardar from Piece rated workers and their basic pay was protected. It is submitted that the reference be answered in affirmative in favour of the Union/workman.

3. The management appeared and filed Written Statement to contest the case. The case of the management, interalia, is that admittedly the workman was initially working as piece rated tubloader. On passing Mining Sardar, he applied for promotion to the post of Mining Sardar. He was selected by departmental committee after going Selection process and was appointed as Mining Sardar. The wages of the workman as Mining Sardar was fixed in the technical Supervisory Grade “C” in the scale of Rs. 742-1422 as per NCWA-II. The wages of Tub Loader were paid as group wages and wages payable to a loader depends upon the output given by him on the basis of piece rated. The mode of wages of tubloader and Mining Sardar were different as both were of different categories and there was anomaly of pay scale of a Senior and Junior in the category of Mining Sardar. As such an office order dated 28-6-88 was passed for fixation of pay of Mining Sardar and his pay was accordingly fixed. As such the action of the management is justified.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication—

I. Whether the action of the management in refusing to protect the pay of the workman on promotion/placement in the Mining Sardar w.e.f. 24-11-1983 is legal and justified?

II. To what relief the workman is entitled?

5. The Union/workman appeared in the case and filed statement of claim and rejoinder. Thereafter the Union did not turn up and the case proceeded exparte against the Union on 7-1-2004. Again the Union appeared and filed application to recall the exparte hearing. After considering the submission of the parties, the order dated 7-1-2004 of exparte hearing was recalled on 2-12-2005. The case was fixed for evidence of the Union but no evidence was filed and Union again became absent since 4-2-2008. Lastly the reference proceeded exparte against the Union on 26-10-2009.

6. Issue No. I

The management adduced oral and documentary evidence in the case. The management witness Shri K.A. Sunder is Dy. Personnel Manager in Amlai & Bangwar Area. He has supported the case of the management. He has stated that the workman is not entitled to pay protection of loader in Group-V on his promotion to the post of Mining Sardar. Tub Loader is piece rated worker

whereas Mining Sardar is time rated of different cadre. He has stated that Mining Sardar is a staff whose wages was fixed in the Technical and Supervisory Grade C as per NCWA-II and is a cadre scheme. He has stated that if a person, who is appointed as Mining Sardar, is granted wage protection of piece rated category, then he would be drawing wages higher than Mining Sardar who were already working from earlier dates. He has stated that the office order dated 28-6-89 was issued for fixation of wages of such employee who was selected as Mining Sardar from piece rated. His evidence is un rebutted and there is no other evidence to prove that the workman is entitled to pay protection. I find that there is no reason to disbelieve the evidence of this witness.

7. The management has filed photocopy of the said office order dated 28-6-89 which is Exhibit M/2. The said office order shows that in case of selection as Mining Sardar from Piece rated, the employee is directed to be placed in initial of the scale. This order shows that the management is justified in fixing the initial basic of the scale of Mining Sardar to the workman on his selection. There is no document in support of the claim of the workman in rebuttal. Thus this issue is decided in favour of the management and against the workman.

8. Issue No. II

On the basis of the discussion made above, I find that the management is justified in fixing the pay scale of the workman. The workman appears to be not entitled to any relief in absence of any evidence in rebuttal. Accordingly the reference is answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 27 मार्च, 2012

का.आ. 1431.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 91/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-2012 को प्राप्त हुआ था।

[सं. एल-22012/41/1996-आईआर (सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th March, 2012

S.O. 1431.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 91/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of SECL and their workmen, which was received by the Central Government on 27-3-2012.

[No. L-22012/41/1996-IR (C-II)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/91/97

Presiding Officer: Shri MOHD. SHAKIR HASAN

The President,

Rashtriya Koyla Khadan Mazdoor Sangh (INTUC),

Churcha Branch, Churcha Colliery,

Distt. Surguja (MP)

... Workmen

Versus

General Manager,

Baikunthpur Area SECL,

Post Baikunthpur,

Distt. Surguja (MP)

... Management

AWARD

Passed on this 12th day of March, 2012

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/41/96-IR (C-II) dated 14-3-97 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the Sub Area Manager, Churcha Colliery of SECL, Baikunthpur Area in not promoting Shri. Binod Kumar Jha and 11 other (list enclosed) Mech. Helpers/Fitters Category II to Mechanical Fitter Category IV w.e.f. 16-5-95 is just and legal? If not, what relief the concerned workmen are entitled to?"

2. The case of the Union/workmen in short is that the workmen were appointed against the permanent post of Category-I Mazdoor in or about the year 1977. They were promoted to Mechanical Fitter Helper Category-II in the year 1986. The seniority list was prepared. They became eligible for promotion from Category II to Category IV in the year 1995 as per norms of the SECL. Earlier trade test was never conducted and the promotion was made on the basis of seniority. It is stated that for the first time trade test was conducted by the management and they were successful in the said test. In May 1995, promotions were made in Category IV but juniors to these workmen were promoted to Category IV as their marks in the trade test were less than the marks obtained by the juniors. It is stated that the management had acted arbitrarily against the prevailing norms of promotion and in order to favour to the interested persons, the management had illegally and arbitrarily promoted the juniors and these workmen had been superseded from juniors as per seniority list. It is submitted that the management be directed to promote the workmen from Category-II to Category-IV w.e.f. 16-5-95 with all benefits.

3. The management appeared and filed Written Statement in the reference case. The case of the management, inter alia, is that admittedly the workmen were appointed as General Mazdoor Cat.-I. They were admittedly promoted to the post of Mechanical Fitter Helper Cat.-II in 1986. The further promotion as per prevailing norms of promotion was on the basis of merit-cum-seniority. As per norms of promotion, it was to be affected only after DPC/Trade Test to be conducted by the Non-applicant Management. Implementation Instruction No.30 of NCWA III lays down procedure for promotion from Cat. II to Cat. IV. It is stated that as on 31-3-95 there were 6 vacancies for Mechanical Fitter Cat.-IV. The DPC was constituted to conduct trade test. After Trade test, these workmen did not secure the qualifying marks and their promotions were not considered. It is denied that the management acted arbitrarily or illegally to favour juniors. It is submitted that the action of the management is justified and legal.

4. On the basis of the pleadings, the following issues are settled for adjudication—

- I. Whether the action of the management in not promoting the workmen (list as per reference) from Mech. Helpers/Fitters Category II to Mech. Fitter Category IV w.e.f. 16-5-95 is just and legal?

II. To what relief the workmen is entitled?

5. Issue No. I

The workmen/Union did not adduce any evidence. The management has examined one witness and has also filed documentary evidence. The management witness Shri B.N. Das is working as Finance Manager in SECL. He has supported the case of the management. He has stated that Implementation Instruction No.30 of NCWA II is laid down procedure for promotion from Cat. II to IV. He has stated that the management has given promotion to those employees whose cases were recommended by the DPC after holding Trade Test and these workmen had not secured qualifying mark in Trade Test. The management has filed the copy of Cadre Scheme. The said cadre scheme shows that Trade Test is also required for promotion. The management has also filed the recommendation of the departmental promotion committee. The said recommendation shows that these workmen were not recommended for promotion in Cat. IV. Admittedly these workmen had secured less marks to the persons who were selected for promotion in Category IV in the Trade Test. Thus it is clear that the management is justified in not promoting to these workmen as per cadre scheme. This issue is decided in favour of the management and against the Union.

6. Issue no. II

On the basis of the discussion made above, it is clear that the management was justified in not promoting these workmen in the year 1995. It appears that subsequently the workman Shri Binod Kumar Jha was promoted in Cat.-IV on 30-7-1997 and others had been promoted thereafter.

Thus it is clear that the workmen are not entitled to any relief. Accordingly the reference is answered.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 27 मार्च, 2012

का.आ. 1432.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 02/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-2012 को प्राप्त हुआ था।

[सं. एल-22013/1/2012-आईआर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th March, 2012

S.O. 1432.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur, as shown in the Annexure in the industrial dispute between the employers in relation to the management of WCL and their workmen, which was received by the Central Government on 27-3-2012.

[No. L-22013/1/2012-IR(C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/Appln./02/2010 Date: 5-3-2012

Complainant : Shri M.M. Nagpure, Navin Kunada
Open Cast Mine (A), PO Konda,
Tah. Bhadrawati, Distt. Chandrapur

Versus

Opposite parties : 1. General Manager,
WCL Majri Area, PO- Kuchna,
Tah : Bhadrawati,
Distt. Chandrapur

2. The Sub Area Manager,
WCL Navin Kunada Open
Cast Mine (A),
PO : Konda (via) Shivji Nagar,
Tah: Bhadrawati
Distt. Chandrapur.

ORDER

(Dated : 5th March, 2012)

This is an application, filed by the complainant named above, u/s. 33-A of the Industrial Disputes Act, 1947 ("the Act" in short).

2. The case of the complainant is that a demand was raised by his union RKKMS (INTUC), for his regularization in the post of PIT Supervisor as he has been continuously working as PIT Supervisor for last so many years, being ordered by the management of the WCL, but the management of WCL turned down the demand and as such, an industrial dispute was raised and lastly the same was referred by the Central Government to this Tribunal for adjudication in Reference case number CGIT/NGP/39/2002 and in that case both the parties filed the statement of claim and written statement respectively and now the case, is pending for adducing evidence on affidavit and the opposite party no. 2 is forcing him to perform the work of shovel operator, even though his claim is pending before this Tribunal for his regularization as PIT Supervisor and the duties of PIT Supervisor and Shovel operator are totally different and the opposite party no. 2 had issued 3 letters dated 6-9-2010 and 16-10-2010 to him in that regard and in those letters, he was threaten regarding initiation of disciplinary proceedings against him, for not obeying the orders of opposite party No. 2 to perform the duty of Shovel operator and he was also informed that the wages of 15-10-2010 would not be paid to him due to his refusal to work as Shovel operator and such letters were issued with mala fide intention to deprive him from getting the benefit of regularization as PIT Supervisor and to show that he is performing the duties of shovel operator and not as PIT Supervisor and he is governed by the conciliation settlement dated 02-11-1992 arrived at between the management of WCL and the INTUC union, wherein, it was specifically agreed that in case a workman performs a particular job and puts in 190/240 days attendance below ground/surface respectively, he/she shall be regularized in the said post, and even though from 17-4-1993 he has been continuously working as PIT Supervisor and has completed 240 days attendance in each calendar year regularly without any interruption, he is entitled to be regularized as PIT Supervisor w.e.f. 1-1-1994 and he gave his reply on 9-10-2010 to the letters dated 6-9-2010 and 14-9-2010, denying the allegations made against him and the opposite party No.2 instead of withdrawing the said letters, issued the letter dated 16-10-2000, where in, his wages for 15-10-2000 was disallowed without giving him any opportunity to show cause and the opposite party No. 2 with full knowledge of the opposite party No. 1 restored to illegal action and threatened him with dire consequences by way of initiating disciplinary action, with a view to punish him and such action is violative of Section 33 of the Act.

The complainant has prayed to quash the letters dated 6-9-2000, 14-9-2000 and 16-10-2000 and to direct the opposite party No.2 to pay the wages of 15-10-2000 and to

maintain the status quo and to allow him to perform the duties of PIT Supervisor.

3. The management of WCL resisted the petition by filing their reply and pleading inter-alia that the union is contesting the reference and as such, the individual workman has no locus-standi to file the complaint as the complainant and as such, the complaint is not maintainable and the complainant has misconceived the provision of Section 33 of the Act and Section 33 of the Act contemplates adverse change in the service condition, in other words, the action of the management is such which causes prejudice to the claim of the workman or the workman is punished in respect of any act of misconduct by way of discharge or dismissal, during the pendency of the reference. It is further pleaded by the management of WCL that the complainant was a shovel operator when the dispute was raised about his regularization to the post of PIT Supervisor and his designation was "shovel operator, Category A" in excavation discipline and vide office order dated 25-10-2009, he was promoted to the post of Shovel operator, excavation special and the promotion of the workman was neither any adverse change nor prejudicial to his claim in the reference and the complainant accepted the promotion and submitted his joining report to the post, of Shovel operator, excavation special vide his letter dated 29-10-2009 and the complainant accepted and joined the post as he found the promotion to be advantageous and more beneficial and so far the performance of job is concerned, there is no prohibition of initiating disciplinary proceedings and punishing an employee and this can be done with the express permission in writing of the Tribunal and there is no violation of Section 33 of the Act. It is also pleaded by the management of WCL that in the booklet published by JBCCI in regard to nomenclature, job description and categorization of coal employees (excavation workers), the job description of excavator operator grade-I and special grade includes operation of draglines and shovels etc. and the jobs are inter-changeable and not demarcated and therefore, the refusal of the complainant to operate excavator is a separate matter and will be dealt with on its merit and the complainant cannot be permitted to breach the norms of discipline, by taking shelter of the reference and therefore, the complaint is liable to be dismissed.

4. Section 33-A of the Act is a special provision for adjudication as to whether conditions of service etc. changed during pendency of proceedings. The said section provides that when an employer contravenes the provisions of Section 33, during the pendency of the proceedings before a conciliation officer, court, an arbitrator, Labour Court, Tribunal or National Tribunal, any employee aggrieved by such contravention, may make a complaint in writing.

Section 33 of the Act provides that condition of service etc. to remain unchanged under certain circumstances during pendency of proceedings. The

provision of section 33 (1)(b) of the Act is not applicable to the present complainant as the said provision deals with discharge or punishment, whether by dismissal or otherwise of the workman concern for any misconduct connected with the dispute and the case of the complainant is not a case of discharge or dismissal. Section 33 (1)(a) of the Act provides that during the pendency of any conciliation proceedings before a conciliation officer or a board or of any proceedings before an arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an Industrial Dispute, no employer shall in regard to any matter connected with the dispute, alter, to the prejudice of the workman concerned in such dispute, the condition of service applicable to them immediately before the commencement of such proceedings.

It is clear from the above provisions that for application of Section 33 (1)(a) of the Act, it is necessary that there must be alteration of service condition in regard to any matter connected with the dispute pending before the concerned authorities mentioned in the section.

5. In this case, it is not disputed that reference No. 39 of 2002 is pending before this Tribunal for adjudication in which the union has raised the dispute regarding the regularization of the complainant as a PIT Supervisor. It is also not disputed that when the dispute was raised, the complainant was a shovel operator and his designation was shovel operator category A in excavation discipline. It is also not disputed that by order dated 25-10-2009, the complainant was promoted to the post of shovel operator, excavation special and the workman accepted the promotion and joined in the post promoted on 29-10-2009. When the complainant accepted the post of shovel operator excavation special, the orders passed by the management of WCL directing the complainant to operate the shovel cannot be said to be change in service condition or violation of the conditions as mentioned in Section 33 of the Act. It is also found that on 15-10-2000 the complainant reported for duty, he refused to operate the shovel and did not work so, his wages was not paid for that day on the basis of 'no work no pay' and the management of WCL also intimated the complainant to initiate departmental proceeding against him, in case of repetition of such action. The above action of the management of WCL also doesn't attract the provisions of the Section 33 of the Act.

Hence, it cannot be said that there was change in any service condition of the complainant during the pendency of the proceeding in CGIT/NGP/39/2002. Hence, it is ordered:—

ORDER

The application filed under section 33-A of the Industrial Disputes Act, 1947 is devoid of merit and is rejected.

J. P. CHAND, Presiding Officer

नई दिल्ली, 27 मार्च, 2012

क्र.आ. 1433.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनमोल के पंचाट (संदर्भ संख्या 06/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-2012 को प्राप्त हुआ था।

[सं. एल-22012/179/2000-आईआर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th March, 2012

S.O. 1433.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 27-3-2012.

[No. L-22012/179/2000-IR(C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR, ASANSOL

Present : Sri Kishori Ram,
Presiding Officer/Link Officer

REFERENCE NO. 06 OF 2001

Parties : The Agent, Nav Kajora Colliery of M/s. ECL.
PO : Kajoragrami (Burdwan)

Vs.

Sri Hardev Das

Representatives :

For the management : None

For the union (Workman) : None

Industry : Coal State : West Bengal

Dated the 1st March, 2012

29-01-2012

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No.L-22012/179/2000-IR(C-II) dated 02.03.2001 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Nav Kajora Colliery in dismissing Sri Hardev Das, Underground Loader, from service is legal and justified? If not, what relief the workman is entitled to?”

Having received the Order No. L-22012/179/2000-IR (C-II) dated 2-3-2001 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 06 of 2001 was registered on 02.04.2001 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed for submission of their written statement along with documents and lists of witness.

On perused the case record it is found that on 15.11.10 (later) Sri Rakesh Kumar, General Secretary of the union appeared and filed a petition along with copies of memorandum of settlement praying therein for closure of the case as the case has been settled amicably. The memorandum of settlement bears the signature of the parties including the signature of the representative of the management and the union as well as workman Sri Hardev Das, Underground Loader.

Considering the above facts, it is hereby ordered that the case is closed and accordingly it is awarded that the case has been settled as per Form 'H', memorandum of settlement between both the parties as an integral part of it. The terms and conditions of the settlement shall be binding upon both the parties.

ORDER

Let an "Award" be and same is passed as per above. Form 'H' containing terms and conditions to form part of the Award. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

KISHORI RAM, Presiding Officer/Link Officer

FORM-H

(See Rule 58)

Form for Memorandum of settlement

Name of Parties :

Representing Employers : Sri J.K. Sinha,
Dy. C.P.M./Kajora Area.

Representing Workmen : Sri. C.B. Mishra,
WBCSC (UTUC)
Sri Hardev Das,
Ex. UGL. U.M. No. 106787,
Nabakajora Colliery.

In pursuance of letter No. ECL/CMD/C-6D/IL/10/DA/962, dt., 22-7-2010, P.M. (L & IR), ECL, HQ, Sanctoria the approval of the competent authority for re-instatement of Sri Hardev Das, Ex. UG Loader, U.M. No. 106787 of Nabakajora colly, has been communicated.

SHORT RECITAL OF THE CASE

Sri Hardev Das, Ex. UGL, U.M. No. 106787 of Nabakajora colly, was dismissed from service by the General Manager, Kajora Area vide letter No. KA/PM/C-6/10/6041/

2812, dt. 29-3-1999 for the proved misconduct of habitual absenteeism & for continuous absence w.e.f. 24-4-98. He was chargesheeted for his unauthorised absence from duty w.e.f. 24-4-98 as well as for habitual absenteeism vide chargesheet No..... After conducting domestic enquiry in which he had participated, he was issued 2nd show cause notice vide No.

..... Based on the representation of Sri Das followed by the representation of Sri. C.B. Mishra, Secy. WBCSC (UTUC) Nabakajora colly., the competent authority has been pleased to revoke the earlier order of dismissal and to re-instate him in service and communicated vide letter No. ECL/CMD/C-6D/IL/10/DA 962, dt. 22-7-2010 of P.M. (L & IR), ECL, HQ, Sanctoria subject to his Medical Fitness. Since he has been declared medically Fit for Duty vide medical report dated 27-8-2010 of Area Medical Officer, Kajora Area, Sri Das is hereby re-instated with the following terms & conditions : —

TERMS OF SETTLEMENT

- (i) Sri Sri Hardev Das, will be re-instated with immediate effect in the previous designation, i.e., as UGL and will be posted in the underground wherever there is requirement.
- (ii) He will not be entitled to any back wages for the period of his idleness.
- (iii) The period of idleness of Sri Das will be treated as dies-non.
- (iv) That the ex-employee on such re-instatement in service shall be on probation for a minimum period of 1(one) year and the same will be confirmed only on receipt of satisfactory performance certification on expiry of probation period by CGM/GM of Kajora Area.
- (v) The continuity of service of Sri Hardev Das will be allowed the benefit of continuity of service for the period of his idleness for the purpose of computation of his final gratuity payment only.
- (vi) That Sri Das will un-conditionally withdraw all pending claim/dispute, raised if any, by him, in any forum/Court of law relating to his dismissal and will give an undertaking that after re-instatement he will not raise any dispute in future also.
- (vii) That the concerned ex-employee in the event of detection of his already withdrawing payment of gratuity prior to re-instatement, shall refund the same to the management prior to this re-instatement in service. In case Management has deposited it with the ALC/(C)/Controlling authority due to any reason whatsoever may be it will be called back by the depositing authority on the ground of his re-instatement.
- (viii) That in the event of detection of withdrawal of CMPF accumulation by the ex-employee prior to re-instatement, his case will be regulated as per the CMPF Act/Rules.

- (ix) That the instant order/approval for re-instatement on the above terms and conditions in respect of concerned ex-employee will remain valid for a period of 2 (two) months from the date of its communication to the ex-employee by Area and shall stand inoperative on expiry of the said period.

Signature of the Parties :

- (1) J.K. Sinha, Dy. CPM _____
Kajora Area
- (2) Union, CB Mishra, _____
Secy. WBCSC (UTUC)
Nabakajora Colliery.
- (3) Ex. Employee : Hardew Das _____
(Hardew Das)
Ex. UG Loader,
U.M. No. 106787
Nabakajora Colliery.

Witness :

- (1) Dashrath Manji
54-31-50
Naba Kajora Colliery
- (2) Shivji Ahir
54-32-15
Naba Kajora Colliery

नई दिल्ली, 27 मार्च, 2012

का.आ. 1434.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ओरियन्टल इश्योरेंस कम्पनी लिमिटेड, हैदराबाद के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 35/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-3-2012 को प्राप्त हुआ था।

[सं. एल-17011/1/2006-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th March, 2012

S.O. 1434.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.35/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Oriental Insurance Co. Ltd., Hyderabad and their workman, which was received by the Central Government on 20-3-2012.

[No. L-17011/1/2006-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Shri Ved Prakash Gaur, Presiding Officer

Dated the 3rd day of February, 2012

Industrial Dispute No. 35/2006

Between :

The Branch Secretary,
General Insurance Employees
Union (S.Z.), Coastal Branch,
D. No.45-57-1/2, Narasimha Nagar,
Visakhapatnam-530 024. ... Petitioner

AND

The Regional Manager,
The Oriental Insurance Co. Ltd.,
Regional Office, 6-3-871, 'Snehalatha'
P.B.No.45, Greenlands Road, Begumpet,
Hyderabad - 500016. ... Respondent

Appearances :

For the Petitioner : M/s. P.A.V.V.S. Sarma &
Vijayalakshmi Panguluri,
Advocates

For the Respondent : M/s. Vedula Srinivas &
G.V.N. Murthy, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-17011/1/2006-IR(M) dated 29-5-2006 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Oriental Insurance Company Limited and Smt. Nalla Laxmi. The term of reference is as under :

SCHEDULE

"Whether the action of the management of Oriental Insurance Company Limited, Regional Office, Hyderabad in denying appointment to Smt. Nalla Laxmi, W/o Late N. Muni Raju, Ex-Record Clerk, Oriental Insurance Company Ltd., Visakhapatnam branch a member/workman of General Insurance Employees Union (SZ), Coastal Branch, Visakhapatnam, on compassionate grounds, is legal and/or justified? If not, to what relief the concerned applicant is entitled?"

The reference is numbered in this Tribunal as I.D. No. 35/2006 and notices were issued to the parties.

2. Petitioner has filed claim statement alleging therein that Oriental Insurance Company Ltd., has declined to provide appointment to Smt. Nalla Laxmi on compassionate grounds whereas the husband of the Petitioner died on 9-1-1999 after serving the Respondent company for 12 years due to prolonged illness of Lymphoma (L-3 Cancer) leaving Petitioner and three daughters behind him. As per

rules the Petitioner was entitled for compassionate appointment and she should have been offered a post in the cadre of other subordinate staff but company has turned down the request of Petitioner on 11-12-2002 stating the provisions of company's circular No. COMPGR.APPT/2002/CR-5378 dated 17-7-2002 whereas this provision was applicable to only those cases where employee died on or after 1.6.2002. It is further alleged that the company has provided appointment on compassionate ground to the following employees :

Name of the deceased employee	Date of Death	Years of service rendered	Date of Com-passionate appointment
R. Parthasaradhi	6-7-2000	23 years	6-5-2002
N. Surendra	3-9-2001	19 years	16-10-2002
George Livingstone	9-12-2001	12 years	11-12-2002
D. Sanyasi Rao	25-8-1999	30 years	19-4-2002
S.A. Rasheed	18-6-1993	9 years	6-5-2003

The matter was raised before Assistant Labour Commissioner (C). Assistant Labour Commissioner(C) issued notice and entered into conciliation proceedings. The matter was referred to Government of India and it was referred to this Tribunal, hence, present dispute.

3. The management filed counter statement claiming therein that the cases of compassionate appointment were considered and those who were covered by the criteria fixed by the management they were given appointment. The Petitioner's case can not be compared with those who were offered appointment. Petitioner in her application for appointment has stated that she has passed V class but she did not furnish any document in proof of her educational qualification. In her affidavit dated 12.10.1999 the Petitioner contended that she do not have proof of date of birth as she discontinued her studies at the elementary school in Nellimarla. As such, she was not found fit for appointment for any post on the ground of her non-fulfillment of minimum educational qualification as well as maximum age limit prescribed for the appointment on the compassionate ground. Moreover, the management has withdrawn the provisions of affording appointment on the compassionate ground and new scheme has been formulated to provide monetary compensation to the family of the deceased @ 70% of the retiral benefits plus monthly pension payable which is less than 40% etc.. Petitioner was paid Rs.3,27,243 towards terminal benefits, Notional interest on the said amount was Rs. 1,908 and she was granted monthly pension of Rs. 2424. Total income comes to Rs. 4,332 per month which was more than 70% of the last drawn pay of the deceased who was drawing Rs. 2875 as such monthly pension was also provided to the Petitioner. There is no force in the claim statement and reference deserves to be answered in negative and no relief can be provided to the Petitioner.

4. Both the parties have filed their evidence. Sri N. Narsing Row, Branch Secretary of the Petitioner union has filed affidavit as examination-in-chief and rules regarding recruitment of widows and dependents of deceased employees Ex. W1, circular dated 17-7-2002 Ex. W2, minutes of conciliation proceeding EX. W3. No oral evidence was adduced by the Respondent.

5. I have heard Learned Counsels for the parties and have perused claim statement, counter and evidence of the parties.

6. This Tribunal has to consider the following points:

(I) Whether the action of management Oriental Insurance Company Ltd., in denying appointment to Smt. Nalla Laxmi is legal and valid and justified or not?

(II) To what relief she is entitled?

7. Point No (I) :

It has been alleged by the Petitioner Smt N. Laxmi that her husband M. Muniraju was an employee of Oriental Insurance Company Ltd., who died of Cancer on 9-1-1999 after serving the company for 12 years. There was provision for the compassionate appointment at the time of death of husband of the Petitioner. Petitioner applied for compassionate appointment which was not approved by the management and in the year 2002 management turned down her request as such, she raised this dispute before Assistant Labour Commissioner(C). Petitioner has herself filed a xerox copy of the rules regarding recruitment of the widow/sons/unmarried daughters of employees who die erstwhile in service. The management has contended that there are rules and criteria for appointment of dependents of the deceased employees on compassionate grounds. As per rules there is no obligation on the part of the company to offer employment to the dependents of the employees who died while in service. In view of this, there would be no question of affecting any special recruitment to offer employment to the above category of the persons. However, without any recruitment against sanctioned vacancies being affected, the following concession may be granted to the category of the persons:—

(a) Widows of employees who die whilst in service:

(b) If she is not earning and has completed 18 years of age and is not above 45 years of the age,

(c) She may be appointed to the post mentioned below, if she fulfills the minimum qualification stipulated against it.

Recruitment for the post of	Minimum Qualifications
1 2	3
1. Assistant	SSC with 45% and knowledge of English essential.
2. Record Clerk	SSC and knowledge of English essential.

1	2	3
3. Peon		VIIIth standard
4. Other subordinate Staff		Same as application to outside candidate i.e., ability to perform their duties efficiently.

Since Petitioner was neither having qualification of 8th standard nor she provided any proof that she has not crossed the age of 45 years nor she presented any proof of qualification she was not appointed.

8. In the light of the above contentions and argument this Tribunal has to consider whether the Petitioner was having any proof of educational qualification and proof of date of birth or age at the time of the appointment. The witness of the Petitioner WW1 namely Sri N. Narsing Row has stated in his cross examination that he has not filed any document to prove that Smt N. Laxmi has passed 5th standard. He has stated that he raised the dispute on behalf of Smt. N. Laxmi but he has not been able to produce any request letter from Smt Laxmi to raise her dispute on her behalf before Assistant Labour Commissioner (C) or Regional Labour Commissioner (C) or this Tribunal. There is copy of the recruitment rules wherein it has been mentioned that the management has no obligation to provide compassionate appointment to the dependent of deceased employee. Only there is a provision that when any recruitment is taken up against sanctioned vacancies some concession is to be given to those who are the dependents of the deceased. The Petitioner herself has relied on this rule and she has enclosed this rule for the perusal of this Tribunal. Thus, from the plain reading of EX.W1 available on the record it is proved that there is no provision for compassionate appointment in the matter of recruitment on the death of an employee of the management company. This facility is applicable by way of concession at the time when recruitment is being done for the sanctioned vacancies.

9. The Petitioner of this case has not been able to produce before this Tribunal that any sanctioned vacancy existed at the time when the death of the husband of Petitioner took place or during the period the Petitioner applied for the compassionate appointment. There is no proof on the record either oral or documentary to prove that management has taken up recruitment proceeding for filling up of sanctioned posts. Unless there is recruitment to the sanctioned posts, application of a person who is dependent of erstwhile employee will not make him eligible for the appointment. There is no provision for the compassionate appointment. Secondly there is specific criteria and rules of eligibility for recruitment and providing concession to the dependents of erstwhile deceased employees if they possess minimum qualification or minimum age of 18 year and maximum of 45 years. The Petitioner of this case has not been able to produce a single paper/document in support of her claim that she possess

any educational qualification or what was her age at the time of death of her husband or during the period she applied for the recruitment. Not only that she has not disclosed her age even before this Tribunal either through her claim statement or by any other means. She has not appeared to file her affidavit before this Tribunal in support of her claim statement. The person who appeared for the Petitioner has not been able to disclose the age of the Petitioner as such, the Petitioner did not fulfill the prescribed eligibility criteria for appointment on the sanctioned vacant post or for getting any concession while making appointments on the sanctioned vacant posts. As such, the management has not committed any illegality or arbitrariness in not providing appointment to Smt. N. Laxmi. There is no provision for compassionate appointment, as such, the action of management is legal and justified. Point No.(I) is decided accordingly.

10. Point No. (II) : Petitioner has not been able to prove that the action of management is illegal or arbitrary, unjustifiable, beyond that this Tribunal is of the opinion that the action of the management is legal and justified as such, Petitioner is not entitled for any relief and the reference is decided in negative. Point No.(II) is decided accordingly.

Award passed accordingly. Transmit. Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 3rd day of February, 2012.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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WW1 : Sri N. Narsing Row	NIL
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Documents marked for the Petitioner

Ex.W1 : Copy of extract of proviso 26 of Personnel Manual of Respondent company on recruitment of widows/ sons/unmarried daughters of employees who die whilst in service.

Ex.W2 : Copy of circular dated 17-7-2002 reg. monetary compensation

Ex.W3 : Copy of conciliation proceeding.

Documents marked for the Respondent

NIL

नई दिल्ली, 27 मार्च, 2012

का.आ. 1435.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारतीय विमानपत्तन प्राधिकरण मुम्बई के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अधिकरण/श्रम न्यायालय नं. 2

मुम्बई के पंचाट (संदर्भ संख्या 111/2005) को प्रकाशित करती है,
जो केन्द्रीय सरकार को 20-3-2012 को प्राप्त हुआ था।

[सं. एल-11011/14/2003-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th March, 2012

S.O. 1435.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 111/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Airport Authority of India (Mumbai) and their workman, which was received by the Central Government on 20-3-2012.

[No. L-11011/14/2003-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : K.B. KATAKE, Presiding Officer

REFERENCE NO. CGIT-2/111 of 2005

Employers in relation to the Management of Airport
Authority of India

The Deputy General Manager
Airport Authority of India
Santacruz Airport
Mumbai-400 029.

AND

Their Workmen

The Joint Secretary

Mumbai Port Trust General Workers
Union 1st floor, Kavarana Building

26/4, P.D'melio Road

Wadi Bunder

Mumbai-400009.

Appearance :

For the Employer

: Mrs. Geeta Raju,
Advocate, i/b
M/s. M.V. Kini & Co.
Advocates

For the Workmen

Mr. M.B. Anchan,
Advocate

Mumbai, dated the 21st February, 2012.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-11 011/14/2003-IR (M), dated 17-5-2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Airports Authority of India, Mumbai in terminating the services of Mrs. Mohananda D. Moon is justified and legal? If not, to what relief the workman is entitled?”

2. After receipt of the reference, both the parties were served with notice of the reference. The second party Union appeared through its legal representative and filed Statement of Claim at Ex.5. First party management resisted the statement of claim of second party by filing their written statement at Ex.10. Issues were framed at Ex.12 and the matter was fixed for evidence of second party.

7. However today Advocate for the second party has filed purshis at Ex.19. By this purshis, he submitted that the workman had informed him that she was not interested in pursuing the dispute. The Ld. Advocate thus requested to dispose of the reference as not pressed. In the circumstances, reference deserves to be dismissed for want of prosecution. Thus, I pass the following order:

ORDER

The reference is dismissed for want of prosecution.

Date : 21-2-2012

K. B. KATAKE, Presiding Officer